GOVERNMENT OF KARNATAKA

REQUEST FOR BIDS
APPOINTMENT OF BIDDER
FOR

Operation & Maintenance of processing plant of capacity 120TPD located at Seegehalli for a period of 12 months extendable for another 12 months through a performance-based service contract (PBSC)

Bengaluru Solid Waste Management Limited (BSWML)

DGM- 3
Bengaluru Solid Waste Management Limited (BSWML)
1st and 2nd floor, UNI Building, Timmaiah Road,
Vasanth Nagar, Bengaluru -560 052

No.DGM-3/BSWML/TEND/06/2024-25

Date: 21.10.2024

INVITATION FOR SHORT TERM TENDER (IFT)

(Only through GOK KPP Portal Only)

1. The waste processing plants established by BBMP are to be operated and maintained to process wet waste with any approved technology to generate compost as per SOP.
2. In view of this, tenders are invited on behalf of Managing Director, BSWML for the following two works.
3. The Tender documents can be downloaded from the Karnataka Public Procurement Portal Website (https://kppp.karnataka.gov.in) on payment of prescribed fee noted against each item of work (non refundable) in the form of e-Payment through Karnataka Public Procurement Portal. The Bidder shall submit the bid through Karnataka Public Procurement Portal.

Sl. No	Name of the Work	Estimated amount Rs.in lakhs	EMD (in Rupees)	Stipulated Period of Service Contract
1	Operation & Maintenance of processing plant of capacity 120TPD located at Seegehalli for a period of 12 months extendable for another 12 months through a performance-based service contract (PBSC)	676.78	Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance Rs.9,15,170/- by Bank Guarantee/FDR issued by Nationalized/ Scheduled Bank	12 Months

CALENDER OF EVENTS:

1. Date of Uploading of the Bid Document in KPP Portal:25.10.2024

2. Date of Pre bid meeting: 04.11.2024 at 15:00 hours in office of the Chief Engineer & Chief General Manager (Tech), BSWML, UNI Building, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560052.
3. Last date of submission of Bids in KPP Portal: 11.11.2024 before 16:00 hours.
4. The Technical Bid opening date in KPP Portal: 12.11.2024 after 16:30 hours.

NOTE:

1. The bidder shall quote rates per tonnage excluding GST in KPP Portal.
2. Consortium upto three agencies is permissible. The validity of tender is 180 days from the date of opening of tender.
3. Aspiring Bidders/Contractors who have not registered in Karnataka Public Procurement Portal should the website (https://kppp.karnataka.gov.in)register before participating through the website (https://kppp.karnataka.gov.in)
4. The Bidder shall be required to meet eligibility criteria as per the tender conditions vide Bid Document.
5. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
6. All the required information required for Bids must be filled and submit online.
7. For details, registration and e-payment visit GOK Karnataka Public Procurement Portal website https://kppp.karnataka.gov.in or contact Karnataka Public Procurement Portal Helpdesk.

Sd/-
Deputy General Manager-3
BSWML, Bengaluru.

Copy Submitted to the:

1. Hon'ble Chairman, BSWML & ACS, UDD for kind information.
2. Hon'ble Managing Director, BSWML/Chief Commissioner, BBMP for kind information.
3. Chief Executive Officer, BSWML for kind information.
4. Chief Operational Officer, BSWML, for kind information.
5. Chief Engineer & Chief General Manager (Tech), BSWML, for kind information.
6. Chief Financial officer, BSWML for kind information.
7. Company Secretary, BSWML for kind necessary action.
8. Office Copy.

Deputy General Manager-3
BSWML, Bengaluru.

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SECTION 1: LETTER OF INVITATION

The ***Bengaluru Solid Waste Management Limited,*** invites bids to provide the Services for **Operation & Maintenance of processing plant of capacity 120TPD located at Seegehalli for a period of 12 months extendable for another 12 months through a performance-based service contract (PBSC)**

More details on the Services are provided in the attached bid document and Appendix to the condition of contract.

1. The Bidder will be selected under Least Cost Selection (LCS) procedures described in this RFP.
2. The bid document includes the following documents:
    - Section 1: Letter of Invitation
    - Section 2: Information to Bidder
    - Section 3: Technical Bid Standard Forms
    - Section 4: Financial Bid Standard Forms
    - Section 5: Terms of Reference
    - Section 6: Standard Form of Contract.
    - Section 7: Appendix
3. Please inform us, upon receipt:
    - That you have received the letter of invitation; and
    - Whether you will submit a Bid alone or in association with other entity as consortium with joint and several responsibilities.

Yours sincerely,

[Signature, name, and…position of Client's representative]

SECTION 2: INFORMATION TO BIDDERS

1.0 Introduction

1.1. The ***Client named in the "Data Sheet"*** will select a firm, in accordance with ***the method of selection indicated in the Data Sheet.***

1.2. The Bidder are invited to submit a ***Technical Bid*** and a ***Financial Bid***, as ***specified in the Data Sheet*** (the Bid) for services required for the Assignment named in the Data Sheet ***through the KPP portal***. The Bid will be the basis for contract negotiations and ultimately for a signed contract with the selected Bidder.

1.3. The Assignment shall be ***implemented in accordance with the phasing indicated in the Data Sheet.*** When the Assignment includes several phases, the performance of the bidder under each phase must be to the Client's satisfaction before work begins on the next phase.

1.4. The Bidder must familiarize themselves with local conditions and take them into account in preparing their Bids. To obtain first-hand information on the Assignment and on the local conditions, Bidder is encouraged to pay a visit to the Client before submitting a Bid, and to attend a pre-Bid conference if one is specified in the Data Sheet. Attending the pre-Bid conference is optional. The Bidder's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-Bid conference. Bidder should ensure that these officials are advised of the visit in advance and obtain their concurrence to allow them to make appropriate arrangements.

1.5. The Client ***will provide the inputs specified in the Data Sheet***, ***assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports***.

1.6. Please note that ***(i) the costs of preparing the Bid and of negotiating the contract,*** including a visit to the Client***, are not reimbursable*** as a direct cost of the Assignment***; and (ii) the Client is not bound to accept any of the Bids submitted***.

1.7. The Client expects Bidder to provide professional, objective, and impartial advice and at all times hold the Client's interests' paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Clients that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, Bidder shall

not be hired under the circumstances set forth below:

a) Bidder or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Bidder.

1.7.2 As pointed out in para. 1.7.1 (a) above, Bidder may be ***hired for downstream work***, when ***continuity is essential***, in which case this possibility ***shall be indicated in the Data Sheet*** and the factors used for the selection of the bidder should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which bidder will be hired for the purpose.

1.8 It is GOK's policy to require that bidders observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among bidders (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(d) will have the right to require that, GOK to inspect bidder's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (c).

1.10 Bidders shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2.0 Clarification and Amendment of Bid Document

2.1 Bidders may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be through KPP portal. A prospective bidder requiring any clarification ***may notify online the authority inviting the bid***. The authority inviting bid ***will respond to any request(s) for clarification received up to pre- bid meeting***. Description of clarification sought and the response of the authority inviting the bid ***will be uploaded for information of the public or other bidders*** in the KPP portal without identifying the source of request for clarification.

2.2 Before the deadline for submission of bids, the ***Client may modify the bidding documents by issuing online addendum.*** The **addendum will appear** on the web page of the website https://kppp.karnataka.gov.in. Any addenda thus issued shall be part of the bidding documents and deemed to have been communicated to all the prospective bidders in the KPP portal. To ***give prospective bidders reasonable time*** in which to take an addendum into account in preparing their bids, the ***Client shall extend as necessary the deadline for submission*** of bids.

3.0 Preparation of Bid

3.1 Bidder are requested to submit a Bid (para 1.2) ***written in the language specified in the Data Sheet.***

Technical Proposal

3.2 In preparing the Technical Proposal, Bidder are expected to examine the documents comprising this bid document in detail. Material deficiencies in providing the information requested may result in rejection of a Bid.

3.3 It is to be noted that the bidder shall be eligible as per below mentioned conditions along with qualifying in the technical evaluation for enabling the bidder's financial bid to be opened. While preparing the Technical Proposal, Bidder must give particular attention to the following:

i) If a bidder considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual bidder(s) and/or other bidder or

entities in a consortium, as appropriate. Bidder may not associate with the other Bidder participating for this Assignment.

ii) Bidder/Consortium shall have achieved in at least one financial year out of last 5 financial years a minimum financial turnover (in all classes of civil engineering construction works/services/MSW works) of **Rs. 676.78 lakhs.** Further, the financial Turnover of the previous Years shall be given a weightage of 10% per year to bring them to the price level of 2024-25.

The financial turnover may be considered as combined turnover of the Partners of the parent partners of the Company/ Director/ Partner of the Private Limited/LLP/members of the Consortium.

The combined annual turnover is defined as the total of certified payment certificates for works in progress or completed by the firm or firms comprising the partners of the Company/ Director/ Partner of the Private Limited/LLP/members of the Consortium.

iii) The bidder shall have satisfactorily completed at least one similar work such as deploying the manpower and/or operating the plant to process the waste and/or disposal of waste from facility with capacity of not less than 40% of the 120 TPD i.e., **48 TPD** for an average in any one year during last 5 years. Work done certificate should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or Equivalent. The Executed works shall be updated to the FY in which the tender are invited. The value of the completed works shall be given weight of 10% per year to bring them to the price level of FY in which the tender are invited.

iv) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

v) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

vi) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

vii) Reports to be issued by the Bidder as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

i) A brief description of the bidder's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

iii) A description of the methodology and work plan for performing the assignment (Section 3D).

iv) The list of the proposed staff team by specialist, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the Bid (Section 3F). Key information should include number of years working for the firm, and degree of responsibility held in various assignments during the last 5 (five) years

vi) Estimates of the total staff effort, and vehicles, equipment and machines to be operated & maintained to carry out the Assignment, power charges supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal ***shall not include any financial information***.

3.6 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

iii) participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification

Financial Proposal

3.7 In preparing the Financial Proposal, Bidder is expected to take into account the requirements and conditions of the bid document documents. The Financial Bid should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, in two parts

O&M Cost to be borne by BSWML after adjusting the revenue:

The O&M cost includes:

Item No	Item
1	Manpower deployment for plant operation & maintenance (including ESI & PF @ 15.75%)
2	O&M of existing vehicles
3	Hiring of additional vehicles - 1 no. excavator & 1 no. front wheel loader including O&M of additional vehicles
4	O&M cost for the civil structures & minor repairs
5	O&M of Electrical Equipment & Spares
6	Processing Plant & surrounding area Odour & Flies Control, fogging outside the plant
7	Cost towards shifting Leachate
8	Repairs and O&M of Existing Machinery & equipment including the spares
9	O&M of firefighting system
10	O&M of CCTV system
11	BESCOM bill
12	Miscellaneous cost towards testing of water, compost, leachate & other including necessary chemicals, equipments & lab charges

If it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.8 Bidder ***shall express the price*** of their services in ***Indian Rupees***.

3.9 The ***Data Sheet indicates*** duration the ***Bids must remain valid after the submission date***. During this period, the bidder is expected to keep available resources proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the Bids, the Bidder who do not agree have the right not to extend the validity of their Proposals.

4.0 Submission, Receipt, and Opening of Bids

4.1 The Technical Bid and Financial Bid; see para 1.2 ***shall be uploaded in the KPP portal.*** The ***documents and details mentioned in clause 3*** above shall be ***submitted online*** on website https://kppp.karnataka.gov.in Details and process of online submission of the tender and relevant documents are given in the website mentioned above as per the KTPP act.

4.2 An authorized representative of the Bidder initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal. The bidding under this contract ***is electronic bid submission through website*** https://kppp.karnataka.gov.in. Detailed guidelines for viewing bids and submission of online bids are given on the website. The ***Invitation for Bids is published on this website***. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of works for which bids are invited. The prospective bidder can submit bids online; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC). The DSC can be obtained from any authorized certifying agencies. The bidder should register in the web site https://kppp.karnataka.gov.in . After this, the bidder can login the site through the secured login.

4.3 Bidders are requested to go through the bid documents carefully and ***submit the required information without exception otherwise bids will be rejected***.

4.4 The completed bid comprising documents ***indicated in clause 3, should be uploaded on the website g***iven above through e-tendering ***along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document***

4.5 ***Bids must be received*** by the Client online ***not later than time specified in the bid data sheet.*** The electronic bidding system would not allow any late submission of bids after due date and time as per server time.

4.6 ***After the deadline for submission*** of Bids the ***Technical Bid will be opened on the date & time as mentioned in NIT***. The ***Financial Bid of the successful bidders only*** will be opened after completion of technical bid evaluation.

5.0 Bid Evaluation

General

5.1 From the time the Bids are opened to the time the contract is awarded, ***if any bidder wishes to contact the Client on any matter related to its Bid, it should do so in writing at the***

address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the bidder's Bid.

5.2 Evaluators of Technical Bids shall have no access to the Financial Bids until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Bids

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, will evaluate the Bids on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet***. Each responsive Bid will be given a technical score (St)***. A Bid shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Bids; Ranking

5.4 ***After the evaluation*** of technical Bid is completed, ***the Client shall notify those Bidder whose Bids did not meet the minimum qualifying mark*** or were considered nonresponsive to the bid document and Terms of Reference, indicating that their Financial Bids will not be opened after completing the selection process. The ***Client shall simultaneously notify the Bidders those have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Bids***. The opening date shall not be sooner than one week after the notification date. The notification may be intimated through the e-procurement portal

5.5 The Financial Bids shall be opened publicly in the presence of the Bidder's representatives who choose to attend. The name of the bidder, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Bids are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Bids are complete, (i.e., whether they have costed all items of the corresponding Technical Bids, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The Client will select the lowest proposal ('evaluated' price) among those that passed the minimum technical score. The selected Consultant will be invited for negotiations.

6.0 Negotiations

6.1 Negotiations ***will be held at the address indicated in the Data Sheet and through the KPP portal.*** The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Bid, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Bidder will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Bidder can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 ***The financial negotiations will involve the operational costs of the plant (not on breakdown of fees).***

6.4 Having selected the Bidder on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Bid. Before contract negotiations, the Client will require assurances that the experts and the tools and equipment's will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the Bid without confirming their availability, the Bidder may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Bidder will initial the agreed contract. If negotiations fail, the Client will invite the firm whose Bid received the second highest score to negotiate a contract.

7.0 Award of Contract

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Bidder on the shortlist that they were unsuccessful and return the Financial Bids of those Bidder who did not pass the technical evaluation (para 5.3)

7.2 The Bidder is ***expected to commence the Assignment*** on the ***date and at the location specified in the Data Sheet.***

8.0 Confidentiality

8.1 Information relating to evaluation of Bids and recommendations concerning awards shall not be disclosed to the Bidder who submitted the Bids or to other persons not officially concerned with the process, until the winning Bidder has been notified that it has been awarded the contract.

DATA SHEET - Information to Bidder

Clause Reference	
1. 1	The name of the Client is: ***Bengaluru Solid Waste Management Limited*** The method of selection is: ***Least Cost Selection (LCS)***
1.2	Technical and a Financial Bids are requested: ***Yes*** The name, objectives and description of the Assignment are: The ***Bengaluru Solid Waste Management Limited,*** invites bids to provide the Services for **Operation & Maintenance of processing plant of capacity 120TPD located at Seegehalli for a period of 12 months extendable for another 12 months through a performance-based service contract (PBSC)** ***Objective:*** BSWML has decided to undertake a competitive bidding process for selection of a bidder to manage the operations and maintenance of the project in accordance with the terms and conditions to be set forth in this contract. The objectives that BSWML seek to achieve are as follows: ▪ Larger objective is to improve the health and sanitary conditions in the city; ▪ Ensure efficient and effective operations of the solid Waste Management System and meet the requirements of SWM Rules 2016; ▪ Ensure operations and maintenance of the processing facility in a manner to ensure sustainability of the system in the long run; ▪ Ensure that all the MSW collected is treated and disposed in a manner that is compliant to all applicable environmental and other laws; and
1.3	The Assignment is phased: ***NO.*** The contract for 12 months shall be awarded to the bidder. Based on the performance of bidder & evaluation of KPIs, the contract shall be extended for another 12 months based on the discretion of the Client.

<table>
<tr><th>Clause Reference</th><th></th></tr>
<tr><td>1.4</td><td>A pre-Bid conference will be held: Yes
Date: 08.11.2024 Time: 15:00 hrs
The name(s), address(es), and telephone/numbers of the Client’s Official(s) are:
DGM-3
Bengaluru Solid Waste Management limited (BSWML)
1st And 2nd Floor UNI Building Timmaiah Road
Vasanth Nagar Bangalore – 560 052</td></tr>
<tr><td>1.5</td><td>The Client will provide the following inputs: The disposal facility location shall be shared to successful bidder.</td></tr>
<tr><td>1.7.2</td><td>The Client envisages the need for continuity for downstream work: Yes</td></tr>
<tr><td>1.11</td><td>The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.</td></tr>
<tr><td>2.1</td><td>Clarifications may be requested up to one day prior to pre-Bid conference</td></tr>
<tr><td>3.1</td><td>Bids should be submitted in the following language(s): English</td></tr>
<tr><td>3.3</td><td>i. Shortlisted Bidder may associate with other shortlisted Bidder: No

ii. The estimated number of key professional staff months required for the assignment & minimum required experience of proposed key professional staff is
<table>
<tr><th>Position</th><th>Qualification</th><th>Experience</th></tr>
<tr><td colspan="3">1. Key Personnel</td></tr>
<tr><td>Team leader – 1 numbers</td><td>BE Civil/BSc/Diploma in Civil/ Environment/ Chemical/ Electrical/Mechanical or equivalent</td><td>Should have minimum 3 years’ experience in operating and maintaining MSW processing plants</td></tr>
<tr><td colspan="3">2. Field/Plant Staff</td></tr>
<tr><td>Plant Operator – 3 number</td><td>ITI</td><td rowspan="3">Should have minimum 2 years’ experience in operating and maintaining MSW processing plants</td></tr>
<tr><td>Lab Chemist – 1 number</td><td>B.Sc</td></tr>
<tr><td>Accountant – 1 number</td><td>B.com</td></tr>
</table>
iii. Reports which are part of the assignment must be written</td></tr>
</table>

Clause Reference	
	in the following language: ***English***
3.4	i. Training is an important feature of this Assignment: ***Yes*** ii. Additional Information in the Technical Bid includes: ***Nil***
3.8	Bids must remain valid ***180 days*** after the submission date
4.5	Bids must be submitted no later than the following date and time 11.11.2024 before 16:00 hrs
5.1	The address to send information to the Client is DGM-3 Bengaluru Solid Waste Management Limited (BSWML) 1st And 2nd Floor UNI Building Timmaiah Road Vasanth Nagar Bangalore – 560 052
5.3	The bidder/consortium interested in being considered for this project must fulfil the following criteria: i. Must be a ***firm/company registered/incorporated in India*** ***OR*** ii. Must be an ***individual Bidder*** who should possess relevant documents for the proof of their business entity iii. Eligible Assignments: For the purposes of determining Conditions of Eligibility for evaluating the Proposals under this RFP, the following projects shall be deemed as eligible assignments (the "**Eligible Assignments**"). The eligible assignments as below: (Refer clause 3.3 of section-2) The bidder shall have satisfactorily completed at least one similar work such as deploying the manpower and/or operating the plant to process the waste and/or disposal of waste from facility with capacity of not less than 40% of the 120 TPD i.e., **48 TPD** for an average in any one year during last 5 years. Work done certificate should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or Equivalent. The Executed works shall be updated to the FY in which the tender are invited. The value of the completed works shall be given weight of 10% per year to bring them to the price level of FY in which the tender are invited iv. Should ***not have been involved in any major litigation*** that may have an impact of affecting or compromising the delivery of services as required under this contract.

Clause Reference	
	v. Must ***not have been blacklisted /terminated the contract due to the fault of contractor by any Central / State Government / Public Sector undertaking***
	vi. Consortium Conditions
	1. Partner in Charge
	One of the partners, who is responsible for performing a key function in contract management or is executing a major component of the proposed contract, shall be nominated as being in charge during the pre-qualification and tendering periods and, in the event of a successful tender, during contract execution. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the consortium; this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners. Responsibilities of each individual partner must be defined & their individual financial capacity shall be indicated as per the **Appendix – G.** The number of partners are limited to maximum 3 (three).
	2. Joint and Several Liability
	All partners of the consortium shall be legally liable, jointly and severally, during the tendering process and for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under Sub-Clause 1 (Partner in Charge) above. To enable the above all the partners of the consortium combined shall meet the qualifying criteria specified in the eligibility criteria. All members of the consortium must have experience in execution of similar works.
	3. General Experience
	The Bidder shall provide evidence that (a) it has been actively engaged in the business for at least the period stated in the Information To Bidder (Section 2) immediately prior to the date of submission of applications, in the role of prime contractor, management contractor, partner in a consortium, or subcontractor, and (b) that the bidder has generated an average annual turnover during the above period greater than the amount stated in

Clause Reference	
	the Information To Bidder (Section 2). **4. Particular Experience** The bidder shall provide evidence that it has successfully completed or substantially completed at least the number of contracts stated in the Information To Bidder (Section 2), of a nature, complexity, and requiring technology similar to the proposed contract, within the period stated in the Information To Bidder (Section 2). The works may have been executed by the bidder as a prime contractor, management contractor, or proportionately as member of a consortium, or subcontractor, with references being submitted to confirm satisfactory performance. **5. Personnel Capabilities** The bidder shall supply general information on the management structure of the firm, and shall make provision for suitably qualified personnel to fill the key positions listed, as required during contract implementation. The bidder shall supply information on a prime candidate and on an alternate for each key position, both of whom shall meet the experience requirements specified. **6. Equipment Capabilities** The bidder shall own, or have assured access (through hire, lease, purchase agreement, other commercial means, or approved subcontracting to key items of additional vehicles required for the plant as listed in the table of Clause 4(E) Section 5: Terms of Reference, in full working order, and must demonstrate that, based on known commitments, they will be available for timely use in the proposed contract. The bidder may also list alternative types of equipment that it would propose for use on the contract, together with an explanation of the proposal. ***7.* Financial Standing:** The bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract(s) in the event of stoppage, start-up, or other

<table>
<tr><th>Clause Reference nce</th><td></td></tr>
<tr><td></td><td>
delays in payment, of the minimum estimated amount stated in the Information To Bidder (Section 2), net of the bidder’s commitments for other contracts.
In the relevant Information Form, the bidder shall also demonstrate, to the satisfaction of the Client, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.
The audited balance sheets or other financial statements acceptable to the Client, for the last five years shall be submitted and must demonstrate the current soundness of the bidder’s financial position and indicate its prospective long-term profitability. If deemed necessary, the Client shall have the authority to make inquiries with the bidder’s bankers.

Those bidders who meets above minimum criteria shall be considered for further technical evaluation.
The marks to be given under each of the evaluation criteria are as follows
(i) The scoring criteria to be used for evaluation shall be as follows:
<table>
<tr><th>SL NO.</th><th>TECHNICAL EVALUATION PARAMETERS</th><th>MAX MARKS</th></tr>
<tr><td>A</td><td>Section-A: RELEVANT EXPERIENCE OF BIDDER</td><td>Maximum 55 Marks</td></tr>
<tr><td>1</td><td>The bidder shall have satisfactorily completed at least one similar work such as deploying the manpower and/or operating the plant to process the waste and/or disposal of waste from facility with capacity of not less than 40% of the 120 TPD i.e., 48 TPD for an average in any one year during last 5 years.
A. Experience in handling 50% of the processing plant. (55 marks)
OR
B. Experience in handling 45% of the quantity of the processing plant. (50 marks)</td><td>Maximum 55 Marks</td></tr>
</table>
</td></tr>
</table>

Clause Reference			
		OR C. Experience in handling 40% of the quantity of the processing plant. (40 marks) Experience in handling less than 40% of the quantity of the processing plant. (0 marks) Work done certificate should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent for government projects.	
	B	**Section-B: PROPOSED METHODOLOGY, TECHNOLOGY & WORK PLAN**	**Maximum Marks 15**
		(i) Technical Approach and Methodology – 5 marks	
		(ii) Work Plan - 5 marks	
		(iii) Organization and Personnel- 5 marks	
	C	**Section-C: RELEVANT EXPERIENCE OF KEY PERSONNEL**	**Maximum 10 Marks**
		The conditions of the eligibility for the key personnel towards (1) Professional Qualification – 30% (2) Adequacy of Project Experience – 60% (3) Experience in region and language – 10%	Maximum 10 marks
	1	Team Leader – 3 marks	
	2	Site Supervisor – 3 marks	
	3	Lab Chemist – 2 marks	
	4	Accountant – 2 marks	
	D	**Section-D: Suitability of the transfer of knowledge program**	**Maximum 10 Marks**
		Training, IEC & induction programs conducted in plant.	**10 marks**
	E	**Section-E: Environmental, safety Odour and fly control mechanism**	**Maximum 10 Marks**
		Awarded based on actual assessment report submitted by bidders.	**10 Marks**
	TOTAL		**100**

Clause Reference	
	The minimum technical score required to pass is : **75 Points**
7.2	The Assignment is expected to commence on [Month, Year] at [Location]: Tentative Date: ***Actual O&M will commence within 30 days from the date of agreement becoming effective.***
	Bidders are required to pay Rs. 10.15 lakhs (1.5% of capital cost) out of which Rs. 1,00,000/- shall be paid online through KPP Portal & balance Rs. 9,15,170/- of bid security in the form of Bank Guarantee drawn in favor of as follows: Account Name: Bengaluru Solid Waste Management Limited Account Number: 8401132000077 IFSC Code: CNRB0008401 MICR CODE: 560015100 Branch: BBMP, Sampangiramanagar, Bangalore issued by a nationalized/scheduled commercial bank located in India in the form given in Forms of Bids. The bid security submitted shall be valid for 30 days beyond the validity of the bid. The bidder shall upload the scanned copy of BG in the bid before the deadline for bid submission. The bidder shall then send the original Bank Guarantee before last date & time of online bid opening.

SECTION 3: TECHNICAL BID - STANDARD FORMS

Contents

3A.	Technical Bid Submission Form.
3B.	Bidder’s references.
3C.	Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.
3D.	Description of the methodology and work plan for performing the assignment.
3E.	Team composition and task assignments.
3F.	Format of Curriculum Vitae of proposed key professional staff.
3G.	Time schedule for professional personnel
3H.	Activity (Work) schedule

3A. Technical Bid Submission Form

[Location, Date]

From: (Name of Bidder)

To,
DGM-3
Bengaluru Solid Waste Management Limited
(BSWML)
1st And 2nd Floor UNI Building
Timmaiah Road
Vasanth Nagar Bangalore – 560 052

Madam/Sir:

Subject: Appointment of Bidder for **Operation & Maintenance of processing plant of capacity 120TPD located at Seegehalli for a period of 12 months extendable for another 12 months through a performance-based service contract (PBSC) – Technical Proposal**

We, the undersigned, offer to provide the services for the above in accordance with your Request for Bid dated [*Date*], and our Bid. We are hereby submitting our Bid which includes the Technical Bid, and a Financial Bid sealed under a separate envelope.

We are submitting our Bid in association with*: Insert a list with full name and address of each consortium partner or Sub-Contractor*

We hereby declare that all the information and statements made in this Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Bid, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Bid you receive.

We remain,
Yours sincerely,

Authorized Signatory [In full and initials]:
Name and Title of Signatory:

Name of Firm:
Address:

3B. Bidder's References

Relevant services carried out in the last five years that best illustrate qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Sl. No	Particulars	Response
1	No of years of similar experience	
2	No. of completed projects	

Assignment Name:		Country:	
Processing Capacity		Quantity of Compost produced:	
Location within Country:		Key professional staff Provided by your Firm / entity:	
Name of Client:		No. of Staff:	
Address:		No. of Staff-Months; duration of assignment:	
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services:	
Name of Associated Bidders, if any: None		No. of months of Key professional staff provided by Associated Bidders:	
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed: -			
Narrative Description of Project: -			
Description of actual services provided by your staff within the assignment:			

Bidder's Name: _____

3C. Comments and Suggestions of Bidder on the Facilities, Service & TOR

On the Terms of Reference

1.

2.

3.

4.

5

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5

BIDDER'S NAME:

3D. Description of the Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Bid. You, shall present your Technical Bid (maximum of 30 pages, inclusive of charts and diagrams) divided into the following three chapters which will be submitted for the pre-operation & maintenance phase and the operation & maintenance phase of the Project:

(i) Technical Approach and Methodology- 5 marks
(ii) Work Plan - 5 marks
(iii) Organization and Personnel- 5 marks

Technical Approach and Methodology: In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

Work Plan. In this chapter you should propose the main activities of the assignment, their content and du-ration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, to be delivered as final output, should be included here.

Organization and Personnel: In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible and proposed technical and support personnel. You shall also specify if you will be the lead firm in a consortium or in an association with Sub-Contractor. For consortium, you must attach a copy of the consortium agreement.]

3E. Team Composition and Task Assignments

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task

2. Support Staff

Sl. No.	Name	Position	Task

3F. Format of Curriculum Vitae (CV) for Proposed Key Professional Staff

Proposed Position: ……
Name of Bidder: ……
Name of Staff: ……
Profession:
Date of Birth: Years with Firm/Entity : Nationality:
Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:
[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

Education:
[*Summarise college/university and other specialised education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

Employment Record:
[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organisations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and Client references, where appropriate. Use about two pages.*]

Languages:
[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing*]

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date: Day/Month/Year
[Signature of staff member and authorized representative of theBidder]

Full name of staff member:_____
Full name of authorized representative: _____

3G. Time Schedule

Sl. No	Name	Position	Reports Due/ Activities	Months (in the form of a Bar Chart)*												Number of Months
				1	2	3	4	5	6	7	8	9	10	11	12	
1																Sub total(1)
2																Sub total(2)
3																Sub total(3)
4																Sub total(4)

Fulltime: ……. Parttime: ……..

Reports Due: ……..

Activities Duration: ……..

* The Schedule should be for the period of completion of assignment

Signature:
Authorized Peron Full Name:
Title:
Address:

3H. Activity (Work) Schedule

Sl. No.	Item of Activity (Work)	Month wise Program (in form of Bar Chart) [1st, 2nd, etc. are months from the start of assignment]					
		1st	2nd	3rd	4th	5th	6th
1							
2							
3							
4							
5							

Completion and Submission of Reports

Sl. No	Reports	Programme
1	Inception Report	
2	Status Report for refurbishment of plant &movable equipment & other infrastructure	
3	Draft O&M Report with	
4	Final O&M Report	
5	Monthly Report	
6	Quarterly Report	

SECTION 4: FINANCIAL BID - STANDARD FORMS

Contents

4A.	Financial Bid Submission Form
4B.	Summary of Costs
4C.	Break Down of Costs (Rs.)

4A. Financial Bid Submission Form

[Location, Date]

FROM: (Name of Bidder)

To,
DGM-3
Bengaluru Solid Waste Management Limited (BSWML)
1st And 2nd Floor UNI Building Timmaiah Road
Vasanth Nagar Bangalore – 560 052

Madam/Sir:

Subject: *Appointment of Bidder for* **Operation & Maintenance of processing plant of capacity 120TPD located at Seegehalli for a period of 12 months extendable for another 12 months through a performance-based service contract (PBSC) - Financial Bid.**

We, the undersigned, offer to provide the services for the above in accordance with your Request for Bid dated [*Date*], and our Bid (technical and Financial Bids). Our attached financial Bid is for the sum of [*Amount in words and figures*]. This amount is inclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any Bid you receive.

We remain,
Yours sincerely,

Authorized Signatory:
Name and Title of Signatory:
Name of the Bidder:
Address

4B. Summary of Costs

1.0 **General**

1.1 The Price Schedules are as follows:

Schedule 1 Break down of Prices (To be uploaded in KPP portal by bidder)

Schedule 2 Price Bid (To be uploaded in KPP portal by bidder)

1.2 Description of Plant and Equipment to be supplied and the services to be performed under each item is mentioned below. Bidders are deemed to have read the bid document to ascertain the full scope of the requirements of the contract.

1.3 Refer SOP and if Bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Bidders in the Bidding Documents prior to submitting their Bid.

2.0 Pricing

2.1 The prices shall be fixed and firm for the duration of the Contract, except as adjusted in accordance with the Contract, if applicable.

2.2 The Bid Price shall be quoted in the manner indicated and, in the currencies, specified in the Instructions to Bidders in the Bidding Documents. For each item, Bidders shall complete each appropriate column in the respective Schedules, giving the price breakdown as indicated in the Schedules. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in the Draft Contract or elsewhere in the Bidding Documents.

2.3 When requested by the Client for the purposes of making payments or part payments, valuing changes or evaluating claims, or for such other purposes as the Client may reasonably require, the Bidder shall provide the Client with a breakdown of any composite or lump sum items included in the Schedule.

Schedule 1 Break down of Prices

To be uploaded in KPP portal ONLY by bidder

Item No	Item	Estimate Amount per year (in Rs.)

The above quote shall exclude all the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract.

Schedule 2 Price Bid (indicative ONLY)

To be uploaded in KPP portal ONLY by bidder

Sl. No	Unit	Description of work	Estimated Quantity (for 12 months) (in Tonnes)	Rate in Rs. (per Ton)	
				QUOTED RATE IN FIGURES	QUOTED RATE IN WORDS
1	per MT	Tipping fee for Operation & Maintenance of processing plant of capacity 120TPD located at Seegehalli for a period of 12 months extendable for another 12 months through a performance-based service contract (PBSC)	43,200.00		

The above quote of price bid shall be excluding GST only.

The payment shall be made as per the Payment schedule as per Appendix-D.

Bid Security (Bank Guarantee)

WHEREAS,.....[name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated [date] for **Operation & Maintenance of processing plant of capacity 120TPD located at Seegehalli for a period of 12 months extendable for another 12 months through a performance-based service contract (PBSC)"** name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We_____[name of bank] of [name of country] having our registered office at____(hereinafter called "the Bank") are bound unto__[name of Client] (hereinafter called "the Client") in the sum of for which payment well and truly to be made to the said Client the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of_____20___.

THE CONDITIONS of this obligation are:

2.3.1 If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;
or

2.3.2 If the Bidder having been notified of the acceptance of his bid by the Client during the period of Bid validity:

2.3.2.1 fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

2.3.2.2 fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or

2.3.2.3 does not accept the correction of the Bid Price pursuant to Clause 27;

we undertake to pay to the Client up to the above amount upon receipt of his first written demand, without the Client having to substantiate his demand, provided that in his demand the Client will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 2 days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders. Any demand in respect of this guarantee should reach the Bank not later than the above date. The Guarantee may be extended at the request of the bidder on whose behalf this guarantee has

been issued.

DATE

WITNESS

SIGNATURE OF THE BANK

SEAL

[signature, name, and address]

1) The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees.
2) 45 days after the end of the validity period of the Bid.

SECTION 5. TERMS OF REFERENCE

Scope Requirement Document

1. Preamble

In pursuance of the ***provisions of current Solid Waste Management Rules, 2016 and SBM Urban 2.0 Guidelines*** the ***Bengaluru Solid Waste Management (BSWML)*** has established ***waste processing plant at Seegehalli for*** p***rocessing of solid waste.***

2. About the wet waste processing plant

"Wet waste processing into aerobic compost with windrow technology or any other equivalent technology with neutral technology concept to achieve "the leachate restoration, reduction of garbage malodorous, aerobic fruity odour and to achieve house fly non breeding mechanism"

The waste received at the facility shall be treated adopting aerobic windrow composting process and the rejects shall be sent to the landfill. The compost prepared as per approved technology shall be handed over to the Client. Arrangement for stacking of finished products shall be made until the Client takes the compost out of the processing plant.

3. Objective of the said Project:

(i) To improve the ***health and sanitary conditions*** in the city;

(ii) Ensure ***efficient and effective operation and maintenance of the waste processing plant*** already established by the BBMP and meet the requirements of ***SWM Rules 2016***;

(iii) Ensure that all the ***MSW (wet waste) received is treated and disposed*** in a manner that is ***compliant to all applicable environmental and other laws***;

4. Brief Scope of Work:

The inward quantity of the waste at processing plant recorded by weigh bridge shall be considered as actual. It is to be noted that upto 125% of the input quantity incoming as prescribed quantity shall be processed by bidder as per accepted rate of proposal. If the inward quantity is less than the prescribed quantity of plant, the same shall be processed & payment shall be done to selected bidder as per the actual quantity received at plant. The payment of processing shall be made as per the payment schedule prescribed as Appendix D.

It is to be noted that before signing of the agreement, the selected bidder shall conduct a joint site visit with the Client to record the condition of the plant & same shall be recorded through checklist before handing over of the plant to selected bidder. After completion of the project tenure, the checklist shall be reviewed by Competent Authority for handing over the facility back to the Client in the same condition.

The bidder must ensure that all equipments, machineries, other listed items etc. shall be made operational within 2 (two) months after award of work. If the bidder fails to do so, penalty shall be levied for non-performance.

The average transportation distance for disposal of inerts/rejects/leachate/RDF is 25 kms (one way). Maintenance should involve fuel cost wherever necessary.

A. Deployment of manpower for plant O&M

The minimum manpower required for operation of plant is calculated as per the Standard Operation Procedure. The manpower shall work based on the trait as per the prescribed number of shifts. Each section wise minimum manpower required is as follows:

S.No.	Description	Minimum manpower for operation per shift	Shifts	Total number
1.	Supervisor	4	1	4
2.	Plant operators	3	1	1
3.	Excavator Driver	1	1	1
4.	Dumper Driver	4	1	4
5.	Unskilled Labour (Sweeper/Cleaner)	3	1	3
6.	Unskilled Labour (Sweeper/Cleaner)	18	2	36
7.	JCB Driver/Case Doser	3	1	3
8.	Front End Loader Driver/JCB Driver/Wheel Loader	2	1	2
9.	Tractor Driver	2	1	2
10.	Front End Loader Driver/Back hoe loader	1	1	1

11.	Tractor Vehicle Driver	1	1	1
12.	Electrician	1	1	1
13.	Mechanic	1	1	1
14.	Chemist	1	1	1
15.	Accountant	1	1	1
16.	Data Entry, Operator, Typist	1	1	1
17.	Store Manager	1	1	1
18.	Admin Vehicle Driver	1	1	1
19.	Additional Driver	2	1	2
	Sub Total	**51**		**69**

The bidder shall pay all the manpower engaged the PF as per EPFO guidelines & procure the ESI as per applicable rules of Karnataka. As part of welfare, the bidder must ensure that proper change rooms, toilets & rest shade is provided for manpower engaged. The change rooms & toilets shall be made available by client & same shall be maintained separate for men & women.

The selected bidder shall make the payment to its employees & workmen within 8th of every month irrespective of payment received by Client. It is responsibility of the selected bidder to produce previous month's ESI, PF contribution receipts & salary quittance of the deployed staff along with bill for payment, this shall be strictly adhered to, before making payment.

In addition to above stated manpower, the Plant Manager & Marshalls shall be deployed by the Client & the selected bidder shall be liable to coordinate with them for operation of processing plant. It is to be noted that manpower engaged by the selected bidder is not entitled for any permanency benefit in BSWML.

BSWML, under any circumstances, will not be responsible for non-payment of renumerations to above stated or additional deployed manpower.

Working operators shall be issued a laminated ID affixing latest photograph with details of name, EPF & ESI account numbers, designation, name of agency, date of appointment, any other details etc by the selected bidder. These ID should be strictly worn by the personnel during office hours.

In case of non-deployment of required manpower as stated above, the bidder shall be penalized & payment shall be deducted for each absent personnel as per prevailing S R wages.

B. Repairs and O&M of Existing Machinery & equipment including the spares for processing of waste

There are some of the existing machinery/equipment that are established by the Client. Some of these are in operational condition & some of these are required to be repaired & needs parts replacements. The bidders are required to visit the plant, verify the requirement of repairs & maintenance and accordingly arrive the rate to quoted for processing the waste. Maintenance should involve fuel cost wherever necessary.

SL. NO	Description	Unit	Qty
1	Complete Repair & Service of Feeder Conveyor in Presorting Section (Make : Alfa Therm Limited) including necessary spares like 1500 mm width, 6 mtr length chain belt assembly, Belt chain, Skirt board, Bearing UCT-212, UCP-212, Cast Nylon Plate, Cast Nylon Square, Cost nylon Roller, MS Tube, Plate, Angle, MT-400 CC hydraulic motor, Gear box, service Duplex Sprocket, Lubricants, General fabrication, Paint, Consumables & Fasteners including Labour charges 1set	No	1
	Supply and installation of and alignment of reduction verm gear box size 6" 10;1 SNU type, hydraulic pump BMP320 P1 orbotal torque motor with connecting coupling 5"		1
2	Complete Repair & Service of Trommel inclined Feeder Conveyor (Make : Alfa Therm Limited) including necessary spares like 1000 mm wide, 15mtr length belt assembly (M24-3ply), Belt chain (Simplex), Skirt board, Skirt rubber, Cast nylon Plate, Cast nylon roller, MS Tube, Plate, Sprocket, Lubricants, General Fabrication, Cleaning, Primer cote, Paint, Consumables & Fasteners including Labour charges. 1set	No	1
	Supply and installation of and alignment of reduction verm gear box size 6" 10;1 SNU type, hydraulic pump BMP320 P1 orbotal torque motor with connecting coupling 5"	No	1
3	Complete Repair & Service of Trommel and Structure 200 Trommel set (Make : Alfa Therm Limited) including necessary spares like Wheel assembly, Bearing, Perforated sheet, Pipe, Flat 60*6000*6mm, Trommel	No	1

	inside angle, Chain duplex, Sprocket, Guide roller, Side cover 4"*8"*2mm, Frame structure, Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set		
4	Complete Repair & Service of Over Size Conveyor of 200 (Make : Alfa Therm Limited) including necessary spares like 1000 mm wide 21 mtr length belt assembly (M24-3ply), Belt chain (Simplex), Skirt board, Bearing, Cast Nylon Plate, Cast Nylon Round bar, Tube, Angle Plate, General fabrication, Sprocket, gear box service with Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set	No	1
	Supply and installation of alignment of hydraulic pump BMP300 P1 orbotal torque motor with connecting coupling 5"	No	1
5	Complete Repair & Service of Over size reversible dubal acting Conveyor of 200mm (Make : Alfa Therm Limited) including necessary spares like 1000 mm wide 9 mtr length belt assembly (M24-3ply), Belt chain (Simplex), Skirt board, Bearing, Cast Nylon Plate, Cast Nylon Round bar, Tube, Angle Plate,General fabrication, Sprocket, gear box service with Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set	No	1
6	Complete Repair & Service of 200 mm Under Size Collecting Conveyor (Make : Alfa Therm Limited) including necessary spares like 1000 mm wide 18 mtr length belt assembly (M24-3ply), Belt chain (Simplex), Skirt board, Bearing, Cast Nylon Plate, Cast Nylon Square, Tube, Angle Plate, General fabrication, Sprocket, gear box service with , Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set	No	1
	Supply and installation of and alignment of hydraulic pump BMP300 P1 orbotal torque motor with connecting coupling 5" Chine and Duplex chine sprocket	No	1
7	Complete Repair & Service of Trommel and Structure 100 Trommel set (Make : Alfa Therm Limited) including necessary spares like Wheel assembly, Bearing,	No	1

	Perforated sheet, Pipe, Flat 60*6000*6mm, Trommel inside angle, Chain duplex, Sprocket, Guide roller, Side cover 4"*8"*2mm, Frame structure, Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set		
8	Complete Repair & Service of Under size 100mm Conveyor2 (Make : Alfa Therm Limited) including necessary spares like 1000 mm wide 24 Mtr length belt assembly (M24-3ply), Belt chain (Simplex), Skirt board, Bearing, Cast nylon Plate, Cast nylon Round bar, Tube, Angle Plate, Lubricants, Paint, General fabrication, Sprocket, gear box service Consumables & Fasteners including Labour charges. 1set	No	1
9	Complete Repair & Service of Under size reversible dubalacting Conveyor of 100mm (Make : Alfa Therm Limited)including necessary spares like 1000 mm wide 9 mtr lengthbelt assembly (M24-3ply), Belt chain (Simplex), Skirt board,Bearing, Cast Nylon Plate, Cast Nylon Round bar, Tube,Angle Plate,General fabrication, Sprocket, gear box servicewith Lubricants, Paint, Consumables & Fasteners includingLabour charges. 1set	No	1
	Supply and installation of and alignment of hydraulic pump BMP200 P1 orbotal torque motor with connecting coupling 3" Chine and Duplex chine sprocket, lead screw assembly.	No	1
10	Complete Repair & Service of over size 100 mm Conveyor (Make: Alfa Therm Limited) including necessary spares like 1000 mm wide 11 Mtr Length belt assembly (M24-3ply), Belt chain (Simplex), Skirt board, Bearing, Cast Nylon Plate, Cast nylon Round bar, Tube, Angle Plate, Sprocket, Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set	No	1
11	Complete Repair & Service of Air densiter separator 15 Hp 2800 RPM with sepetater assembly chamber roller gear box (Make: Alfa-Tharmo & Machines Pvt Ltd) including necessary work Air density fan, Replacements of damaged Bearing and Motor service, air sections and Discharge Line General fabrication, pulley belt , Paint, Consumables & Fasteners including Labour charges. 1set	No	1

12	Complete Repair & Service of above 100 mm high density rejection Conveyor (Make : Alfa Therm Limited) including necessary spares like 1000 mm wide 20 mtr length belt assembly (M24-3ply), Belt chain (Simplex), Skirt board, Bearing, Cast Nylon Plate, Cast Nylon Square, Tube, Angle Plate, General fabrication, Sprocket, gear box service with , Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set	No	1
	Supply and installation of and alignment of hydraulic pump BMP200 P1 orbotal torque motor with connecting coupling 3	No	1
13	Complete Repair & Service of above 100 mm low density rejection Conveyor (Make : Alfa Therm Limited) including necessary spares like 1000 mm wide 12 mtr length belt assembly (M24-3ply), Belt chain (Simplex), Skirt board, Bearing, Cast Nylon Plate, Cast Nylon Square, Tube, Angle Plate, General fabrication, Sprocket, gear box service with , Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set	No	1
14	Complete Repair & Service of 200mm Trommel and conveyor supply Hydraulic Power pack 51 HP (Electric Motors 15HP- 1 nos, 10HP-3nos, 5HP-2nos .1 HP -1nos, each.) Tank size (W-1000 mm, H-500 mm, L-1800 mm) and oil cooling radiator 1380 RPM, 140 W 220V along with fan and motor. set (Make: Make: Alfa Therm Limited) including necessary spares Multi port tank oil line connecting manifold block. Section filter and return line filter 25 micron, Tank cleaning, motor and pump of hydraulic system including of The motor fan electrical Connection point, (motor with DC valve) removing the pump, Checking sealing of the pump, pipe connection Leakage, inside the pump blockage cleaning and Replacement of the hydraulic valve DSG 03 25V, Pressure gage 0-200kg/cm2, temperature gauge and needle valve individual required oil supply pipe lines. Hydraulic hose, fitting, and oil filtration and top-up etc. complete.	No	1
15	Complete Repair & Service of 100mm	No	1

	Trommel and conveyor supply Hydraulic Power pack 41 HP (Electric Motors 15HP- 1 nos, 5HP-5nos, .1 HP - 1nos, each.) Tank size (W-1000 mm, H-500 mm, L-1800 mm) and oil cooling radiator 1380 RPM, 140 W 220V along with fan and motor. set (Make: Make: Alfa Therm Limited) including necessary spares Multi port tank oil line connecting manifold block section filter and return line filter 25 micron, Tank cleaning, motor and pump of hydraulic system including of The motor fan electrical Connection point, (motor with DC valve)removing the pump, Checking sealing of the pump, pipe connection Leakage, inside the pump blockage cleaning and Replacement of the hydraulic valve DSG 03 25V, Pressure gage 0-200kg/cm2, temperature gauge and needle valve individual required oil supply pipe lines. Hydraulic hose, fitting, and oil filtration and top-up etc. complete.		
16	Complete Repair & Service of 100mm Trommel and conveyor supply addshinal Hydraulic Power pack 10 HP Tank size (W-600 mm, H-400 mm, L-800 mm) and oil cooling radiator set (Make: Make: Alfa Therm Limited) including necessary section filter and return line filter 25 micron, Tank cleaning, motor and pump of hydraulic system including of The motor fan electrical Connection point, (motor with DC valve)removing the pump, Checking sealing of the pump, pipe connection Leakage, inside the pump blockage cleaning Pressure gage 0-200kg/cm2, temperature gauge individual required oil supply pipe lines. Hydraulic hose, fitting, and oil filtration and top-up etc. complete.	No	1
17	Electrical Panel Board, Rectification, replacement andmaintenance of the all the panel board.	No	2
18	Complete Repair & Service of Trommel incliend Feeder Conveyor (Make : Alfa Therm Limited) including necessary spares like 1000 mm wide, 14mtr length belt assembly (M24-3ply), Belt chain (Simplex), Skirt board,	No	1

	Skirt lead screw rubber, Cast nylon Plate, Cast nylon roller, MS Tube, Plate, Sprocket, Lubricants, General Fabrication, Cleaning, Primer cote, Paint, Consumables & Fasteners including Labour charges. 1set		
19	Complete Repair & Service of Trommel and Structure 35 Trommel set (Make : Alfa Therm Limited) including necessary spares like Wheel assembly, Bearing, Perforated sheet, Pipe, Flat 60*6000*6mm, Trommel inside angle, Chain duplex, Sprocket, Guide roller, Side cover 4"*8"*2mm, Frame structure, Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set	No	1
20	Complete Repair & Service of 35 mm Under Size Collecting Conveyor (Make : Alfa Therm Limited) including necessary spares like 1000 mm wide 17 mtr length belt assembly (M24-3ply), Belt chain (Simplex), Skirt board, Bearing, Cast Nylon Plate, Cast Nylon Square, Tube, Angle Plate, General fabrication, Sprocket, gear box service with , Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set	No	1
	Supply and installation of and alignment of reduction verm gear box size 5" 10;1 SNU type, hydraulic pump BMP310 P1 orbotal torque motor with connecting coupling 5"		1
21	Complete Repair & Service of Over Size Conveyor of 35(Make : Alfa Therm Limited) including necessary spares like 650 mm wide 10 mtr length belt assembly (M24-3ply), Belt chain (Simplex), Skirt board, Bearing, Cast Nylon Plate, Cast Nylon Round bar, Tube, Angle Plate, General fabrication, Sprocket, gear box service with Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set	No	1
	Supply and installation of and alignment of reduction verm gear box size 3" 10;1 SNU type, hydraulic pump BMP200 P1 orbotal torque motor with connecting coupling 5"		1
22	Complete Repair & Service of Air densiter separator 15 Hp2800 RPM with sepetater assembly chamber roller gear box (Make: Alfa-Tharmo & Machines Pvt Ltd) including necessary work Air density fan, Replacements of damaged Bearing and	No	1

	Motor service, air sections and Discharge Line General fabrication, pulley belt , Paint, Consumables & Fasteners including Labour charges. 1set		
23	Complete Repair & Service of above 35mm and 16mm high density rejection Conveyor 1 (Make : Alfa Therm Limited) including necessary spares like 800 mm wide 26 mtr length belt assembly (M24-3ply), Belt chain (Simplex), Skirt board, Bearing, Cast Nylon Plate, Cast Nylon Square, Tube, Angle Plate, General fabrication, Sprocket, gear box service with, Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set	No	1
24	Complete Repair & Service of above 35mm and 16mm Low density rejection Conveyor 2(Make : Alfa Therm Limited) including necessary spares like 800 mm wide 26 mtr length belt assembly (M24-3ply), Belt chain (Simplex), Skirt board, Bearing, Cast Nylon Plate, Cast Nylon Square, Tube, Angle Plate, General fabrication, Sprocket, gear box service with , Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set	No	1
	Supply and installation of and alignment of reduction verm gear box size 6" 10;1 SNU type, hydraulic pump BMP320 P1 orbotal torque motor with connecting coupling 5"		1
25	Complete Repair & Service of Trommel and Structure 16 Trommel set (Make : Alfa Therm Limited) including necessary spares like Wheel assembly, Bearing, Perforated sheet, Pipe, Flat 60*6000*6mm, Trommel inside angle, Chain duplex, Sprocket, Guide roller, Side cover 4"*8"*2mm, Frame structure, Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set	No	1
26	Complete Repair & Service of Below 16 Size Conveyor (Make : Alfa Therm Limited) including necessary spares like 800 mm wide 25 Mtr length belt assembly (M24-3ply), Belt chain (Simplex), Skirt board, Bearing, Cast nylon Plate, Cast nylon Round bar, Tube, Angle Plate, Lubricants, Paint, General fabrication, Sprocket, gear box service Consumables &		1

	Fasteners including Labour charges. 1set		
27	Complete Repair & Service of Over Size Conveyor of 16mm (Make : Alfa Therm Limited) including necessary spares like 650 mm wide 10 mtr length belt assembly (M24-3ply), Belt chain (Simplex), Skirt board, Bearing, Cast Nylon Plate, Cast Nylon Round bar, Tube, Angle Plate, General fabrication, Sprocket, gear box service with Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set		1
	Supply and installation of and alignment of reduction verm gear box size 3" 10;1 SNU type, hydraulic pump BMP200 P1 orbotal torque motor with connecting coupling 5"		1
28	Complete Repair & Service of Air densiter separator 15 Hp2800 RPM with sepetater assembly chamber roller gear box(Make: Alfa-Tharmo & Machines Pvt Ltd) includingnecessary work Air density fan, Replacements of damagedBearing and Motor service, air sections and Discharge LineGeneral fabrication, pulley belt , Paint, Consumables &Fasteners including Labour charges. 1set		1
29	Complete Repair & Service of Over size reversible dubal acting Conveyor of 16mm (Make : Alfa Therm Limited) including necessary spares like 650 mm wide 6.5 mtr length belt assembly (M24-3ply), Belt chain (Simplex), Skirt board, Bearing, Cast Nylon Plate, Cast Nylon Round bar, Tube, Angle Plate, General fabrication, Sprocket, gear box service with Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set		1
30	Complete Repair & Service of 35mm Trommel and conveyor supply Hydraulic Power pack 44 HP (Electric Motors 12 HP 1 nos, 10 HP-1nos, 5 HP-4nos .2 HP -1nos, each.) Tank size (W-1000 mm, H-500 mm, L-1800 mm) and oil cooling radiator 1380 RPM, 140 W 220V along with fan and motor. set (Make: Make: Alfa Therm Limited) including necessary spares Multi port tank oil line connecting manifold block. Section filter and return line filter 25 micron, Tank cleaning, motor and pump of hydraulic system including of The motor		1

	fan electrical Connection point, (motor with DC valve)removing the pump, Checking sealing of the pump, pipe connection Leakage, inside the pump blockage cleaning and Replacement of the hydraulic valve DSG 03 25V, Pressure gage 0-200kg/cm2, temperature gauge and needle valve individual required oil supply pipe lines. Hydraulic hose, fitting, and oil filtration and top-up etc. complete. 1 set.		
31	Complete Repair & Service of 16mm Trommel and conveyor supply Hydraulic Power pack 42 HP (Electric Motors 10HP 3 nos, 5HP-2nos .2 HP -1nos, each.) Tank size (W-1000 mm, H-500 mm, L-1800 mm) and oil cooling radiator 1380 RPM, 140 W 220V along with fan and motor. set (Make: Make: Alfa Therm Limited) including necessary spares Multi port tank oil line connecting manifold block. Section filter and return line filter 25 micron, Tank cleaning, motor and pump of hydraulic system including of The motor fan electrical Connection point, (motor with DC valve) removing the pump, Checking sealing of the pump, pipe connection Leakage, inside the pump blockage cleaning and Replacement of the hydraulic valve DSG 03 25V, Pressure gauge 0-200kg/cm2, temperature gauge and needle valve individual required oil supply pipe lines. Hydraulic hose, fitting, and oil filtration and top-up etc. complete.		1
32	Electrical Panel Board, Rectification, replacement and maintenance of the all the panel board.		2
33	Complete Repair & Service of Drag chine conveyor 26 MTR length, 20 HP Electrical motor with planetary gear box. Set (Make: Make: Alfa Therm Limited) including necessary spares like Supply and fixing of cost Nylon flat in drag chine teeth size 40*12mm and fixing of Nylon to drag chine base sheet with two side metal track, drag chain assembly, Bearing UCT-218, UCP-218, Plate, General fabrication, Dual teeth Sprocket with shaft pitch size 150mm, allayment and fixing of planetary gear box, re beld support in structure weak point		1

	Lubricants, Paint, Consumables & Fasteners including Labor charges. 1set		
34	Complete Repair & Service of Trommel incliend Feeder Conveyor (Make : Alfa Therm Limited) including necessary spares like 800 mm wide, 12mtr length belt assembly (M24-3ply), Belt chain (Simplex), Skirt board, Skirt lead screw rubber, Cast nylon Plate, Cast nylon roller, MS Tube, Plate, Sprocket, lead screw Lubricants, General Fabrication, Cleaning, Primer cote, Paint, Consumables & Fasteners including Labour charges. 1set		1
35	Complete Repair & Service of Trommel and Structure 4 Trommel set (Make : Alfa Therm Limited) including necessary spares like Wheel assembly, Bearing, SS 304 grade Perforated sheet, Pipe, Flat 60*6000*6mm, Trommel inside angle, Chain duplex, Sprocket, Guide roller, Side cover 4"*8"*2mm, Frame structure, Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set		1
36	Complete Repair & Service of 4 mm Under Size Collecting Conveyor - 1 (Make : Alfa Therm Limited) including necessary spares like 650 mm wide 16 mtr length belt assembly (M24-3ply), Belt chain (Simplex), Skirt board, Bearing, Cast Nylon Plate, Cast Nylon Square, Tube, Angle Plate, General fabrication, Sprocket, gear box service with , Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set		1
37	Complete Repair & Service of Over Size Conveyor of 4mm (Make : Alfa Therm Limited)including necessary spares like650 mm wide 10 mtr length belt assembly (M24-3ply), Beltchain (Simplex), Skirt board, Bearing, Cast Nylon Plate, CastNylon Round bar, Tube, Angle Plate,General fabrication,Sprocket, gear box service with Lubricants, Paint,Consumables & Fasteners including Labour charges. 1set		1
38	Complete Repair & Service of 4 mm Under Size Production Conveyor -2 (Make : Alfa Therm Limited) including necessary spares like 650 mm wide 15 mtr length belt		1

	assembly (M24-3ply), Belt chain (Simplex), Skirt board, Bearing, Cast Nylon Plate, Cast Nylon Square, Tube, Angle Plate, General fabrication, Sprocket, gear box service with, Lubricants, Paint, Consumables & Fasteners including Labour charges. 1set		
39	Complete Repair & Service of 4 mm Trommel and conveyor supply Hydraulic Power pack 31 HP (Electric Motors 10HP3 nos, 5HP-4nos .1 HP -1nos, each.) Tank size (W-1000 mm, H-500 mm, L-1800 mm) and oil cooling radiator 1380 RPM, 140 W 220V along with fan and motor. set (Make: Make: Alfa Therm Limited) including necessary spares Multi port tank oil line connecting manifold block. Section filter and return line filter 25 micron, Tank cleaning, motor and pump of hydraulic system including of The motor fan electrical Connection point, (motor with DC valve) removing the pump, Checking sealing of the pump, pipe connection Leakage, inside the pump blockage cleaning and Replacement of the hydraulic valve DSG 03 25V, Pressure gage 0-200kg/cm2, temperature gauge and needle valve individual required oil supply pipe lines. Hydraulic hose, fitting, and oil filtration and top-up etc. complete.		1
40	Electrical Panel Board, Rectification, replacement and maintenance of the all the panel board.		1
41	Hydraulic oil ISO VG 68		1

The above stated items for machinery has to be operated by bidder at full capacity including moisture content & input capacity of 100%. Any deviation in processing from the input capacity the same shall be reviewed and payment shall be made as per Key Performance Indicator.

C. Processing of the Waste received at Gate

The daily input quantity of waste at plant is 120 TPD which includes moisture content. The stacking of waste before processing & of finished products shall be done as per SOP.

The compost prepared as per approved technology shall be handed over to the Client. Arrangement for stacking as per SOP of finished products shall be made until the Client takes the compost out of the processing plant.

D. Recording of measurement of waste received at Gate through Electronic weighing Machine

The maintenance of weight bridge is scope of bidder. The inward quantity records & the disposal quantity records shall be maintained by bidder. The records can be called for review by Client for verifying the KPI & release of payment.

E. Operation and Maintenance of Vehicles

There are some of the existing vehicles that are established by the Client. Some of these are in operational condition & some of these are required to be repaired & needs parts replacements. The bidders are required to visit the plant, verify the requirement of repairs & maintenance and accordingly arrive the rate to quoted for processing the waste.

The additional vehicles stated below shall be deployed by the bidder either by purchase/hire/lease & operation & maintenance of the additional vehicles required at site is the responsibility of the bidder.

Vehicle Description	Standard No. of Vehicles Required in Plant	Existing vehicles available at site	Additional Vehicles Required in Site
Tippers	4	4	0
Tractors	3	3	0
Excavators	1	0	1
Back hoe Loader	1	1	0
Front Loader	1	0	1
Wheel Loader	1	1	0
Tractor with Slurry Tank	1	1	0
Admin Vehicle	1	1	0

The operation & maintenance of the above-mentioned vehicles is in the scope of bidder & monthly checks need to be performed before claiming the payment under this head. The bidder must ensure replacement of vehicles in case of breakdown within 48 hours so that it does not hamper the processing capacity of the plant. Maintenance should involve fuel cost wherever necessary.

F. Disposal of Inerts, Process rejects & Leachate from plant

The leachate generated in the plant shall be transported/supplied through existing drain network to the collection sump & same shall be transported to designated site using vehicles.

Similarly, the inerts & process rejects has to be transported to designated landfill site on daily basis. The transportation distance is as per the identification of the landfill sites by BSWML. The

transportation distance as per the identification of landfill site by BSWML. The records for quantum of inerts generated shall be maintained & it shall not exceed the prescribed percentage as per SOP.

It is the responsibility of bidder to visit the site & check for existing inerts available at site for disposal & dispose the same after award of contract & signing the agreement.

G. Odour & Flies control mechanism

It is the responsibility of bidder to ensure that no nuisance of odour & flies is evidenced within plant and its vicinity. Also, daily fogging arrangements need to be provided for surrounding area of processing plant too as per the directions of plant manager. Bidder must ensure periodic spraying of chemical essential to avoid foul odour & breeding of flies in the plant. The list of chemicals (are indicative) is as follows:

Chemicals	Minimum per day requirement (Kgs / Ltrs)
Leamon Grass or equivalent	10
King Fog or equivalent	6.00
EM solution or equivalent	38.00
Bokashi powder or equivalent	4.00
Saphaer (Propoxare 20% EC) or equivalent	1.00
Quick Bayte or equivalent	40.00

The bidder has to maintain the odour threshold limits as prescribed by the Plant Manager within the plant & vicinity after conducting the tests as per KSPCB guidelines at plant. The odour control measures shall be taken on daily basis & records of the same shall be maintained. If any protest arises from the public due to odour nuisance or any other issues related to plant maintenance, the bidder shall be levied penalty for the same. Maintenance should involve fuel cost wherever necessary.

H. Operation & Maintenance Cost of Surveillance arrangements

There are some of the existing surveillance arrangements that are established by the Client. Some of these are in operational condition & some of these are required to be repaired & needs parts replacements. The bidders are required to visit the plant, verify the requirement of repairs & maintenance and accordingly arrive the rate to quoted for processing the waste.

S.	Description

No	
Surveillance arrangements (indicative)	
1	Neos 4MP Bullet VF CCTV Cameras
2	Neos 2MP PTZ Cameras
3	Back Boxes for CCTV Cameras
4	NEOS 80 Ch NVR
5	10 TB 8 Sata HDD
6	Outdoor 9U Rack
7	15U Rack
8	Neos SFP 8 port PoE Switch
9	LIU 24 Port
10	LIU 48 Port
11	SFP Modules 1 Giga
12	OFC Patch Cable (LC-LC)
13	Armoured OFC Cable
14	Cat6 Cables
15	Splicing
16	CCTV Mounting Angles
17	GI 15 feet Pole with RCC base & Mounting Clamp
18	HDPE Pipes
19	PVC Conduits

I. Operation & Maintenance Cost of Fire Fighting arrangements

There are some of the firefighting arrangement that are established by the Client. Some of these are in operational condition & some of these are required to be repaired & needs parts replacements. The bidders are required to visit the plant, verify the requirement of repairs & maintenance and accordingly arrive the rate to quoted for processing the waste.

S. No	Description
Fire Fighting arrangements (indicative)	
1	Fire Alarm System
2	Fire sprinkler & hydrant
3	Pump room
4	Personal Alert Safety System
5	Extinguishers & Signage

J. BESCOM bill payment

The energy consumed for operation of machinery at processing plant shall

be paid by the bidder on monthly basis. Incase of power outage, bidder must operate the plant by using provision of generator or other alternatives.

K. Operation and Maintenance of Civil & Electrical infrastructure components

The bidder has to ensure monthly maintenance of the civil infrastructure components which includes repairs, sheds paint, repairs/ replacement of sheet roofing with new sheets, maintenance of the pathways, roads, stormwater drains etc. The minor electrical repairs pertaining to Workshop, Office room and Lab, electrical panel room, Security room, Change room shall be ensured by bidder on need basis. The bidders are required to visit the plant, verify the requirement of repairs & maintenance and accordingly arrive the rate to quoted for processing the waste.

L. Environment Health & Safety parameters

The bidder has to ensure the EHS norms as per ISO 14001 & ISO 45001 at site. The safety of workforce engaged shall be ensured by providing industrial grade protective equipment. It is mandatory to provide PPEs like helmet, jacket, safety shoes, hand gloves, nose masks, earplugs to workmen. The record of issuance of PPE should be maintained at site, which shall be reviewed during the payment.

It is responsibility of bidder to provide adequate number of signages & posters regarding environment, health & safety in & around the plant to create awareness amongst the public, employees & workmen.

In case of any fire incident at site, the bidder must ensure approved emergency preparedness & response plan shall be implemented. The bidder shall be responsible to run the plant & check the safety parameters for operation. Mock drills shall be conducted for preparedness against incidents. Responsibility matrix to be prepared by selected bidder & get it approved by client.

The monitoring of environmental parameters shall be done monthly. Some of the tests that needs to conducted are: Air quality monitoring, water & waste water parameters monitoring, Compost quality measurement. Any other tests required by the Client for processing plant shall be performed by the bidder. The test reports shall be certified by NABL or equivalent laboratory.

Daily quality monitoring records of water, compost & leachate shall be maintained by the bidder by engaging the chemist deployed at site. The chemist shall be made available adequate & appropriate chemicals, reagents, equipments & PPEs to enable the testing on daily basis by the bidder.

M. Deduction rates/Penalties

The bidder shall be penalized for the non-performance / non-deployment as

follows:

S.No.	Description	Deductions	Penalty
1	Deployment of manpower	As per current SR, the manday payment for personnel not deployed at site shall be deducted.	For absence in duty, Rs. 500 per day shall be levied.
2	Operation & Maintenance of machinery for processing of waste, Surveillance & Fire Fighting arrangements, vehicles	The payment for processing of actual input quantity shall be done.	It is obligatory on the part of bidder to carry out any repairs within 48 hours, If time exceeds 48 hours for repairs, then consent has to be taken by bidder from the Client, otherwise a penalty will be recovered from the bidder as follows: a. **Mechanical Components** - Penalty of 1% of total processing fee for non-processed quantity. b. **Electrical Components** - Penalty of 0.5% of total processing fee for non-processed quantity.
3	Non-compliance with safety measures (e.g. non supply of safety belt, helmets, etc.) and first aid facilities		Rs 500 per day These shall be verified with record maintained at site
4	Non-compliance with odour control mechanism		If odour exceeds the threshold limit & pertains for more than 6 hours, then a penalty will be recovered from the bidder as 0.5% of the total processing fee.
5	Disposal of inerts, leachate & process rejects	The rejects needs to be cleared within 24 hours	Based on the inerts, leachate & process rejects disposed on the monthly basis

			1. 90%-100% of inerts, leachate & process rejects disposal quantity – 0.5% of the total processing fee for non-disposal of inerts, leachate & process rejects quantity. 2. 80%-90% of inerts, leachate & process rejects disposal quantity – 1% of the total processing fee for non-disposal of inerts, leachate & process rejects quantity. 3. 70%-80% of inerts, leachate & process rejects disposal quantity – 2% of the total processing fee for non-disposal of inerts, leachate & process rejects quantity. 4. 60%-70% of inerts, leachate & process rejects disposal quantity – 3% of the total processing fee for non-disposal of inerts, leachate & process rejects quantity. 5. Below 60% of non-disposal of waste during any given month shall be reviewed and penalty for such event shall be leading to blacklisting.

N. Applicable laws

All provisions related as per the Acts noted below shall be provided to the employees by the
agency only and Operator shall provide all related benefits under these

following workmen's act related to labor law.

1. Minimum wages Act, 1948
2. Payment of Wages Act, 1936.
3. Contract Labour (Regulation and Abolition) Act, 1970.
4. Employees State Insurance Act, 1948.
5. Payment of Bonus Act, 1965.
6. Workmen's Compensation Act.
7. Gratuity Act and related all Laboures Law and Rules pertaining to labourers
8. Employees Provident Found Act.

Providing benefits as the above laws to its employees is the responsibility of the contract agency itself.

Any other license & consents shall be taken by the bidder pertaining to the processing plant.

The selected bidder will comply with all the provision regarding licensing welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and under the order issued by the Government of Karnataka there under, and for its non-compliance, the Contractor shall be responsible for penalties levied by the appropriate authority under the Act.

The selected bidder shall also be liable to comply with all other labour and Industrial laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.,) Depositing of PF contribution as may be applicable is the responsibility of the Contractor at his own expenses and shall not be reimbursed by the BBMP. Any default in compliance, the Contractor shall be held responsible.

Annexure 1

(i) Indicative Waste Quantities to be supplied:

The BSWML shall endeavor to supply the following quantities of waste on an annual basis throughout the tenure of the Contract Period:

Year	Waste Quantity (in MT)
1	120 TPD

In case of early termination of this Agreement, the interpretation of this clause shall according be modified to read the last year as the year in which the Termination Date falls.

(ii) Performance Evaluation Framework, but not limited to

a. Daily Evaluation

Performance Factors	Yes/No
1. Incidents of rodents & flies?	Yes
2. Breakdown/ Malfunctioning of plant?	Yes
3. Removal of preprocess and post- process rejects from the site?	Yes
4. Removal / Transportation of Leachates to Authorized Sewage treatment plants	Yes

b. Monthly Evaluation

Random checks with regards to Air Pollution

Ambient air quality measurement (at the boundary of the site on the down wind direction)

Sl.No.	Parameters	Acceptable levels	Satisfactory: Yes/No
(i)	Sulphuric dioxide	120 µ g/m3 (24 hours)	Yes
(ii)	Suspended Particulate Matter	500 µ g/m3 (24 hours)	Yes
(iii)	Methane	Not to exceed 25 per cent of the lower explosive limit (equivalent to 650 µg/m^3)	Yes

(Iv)	Ammonia daily average (Sample duration 24 hrs.)	0.4 mg/m^3 (400 µ g/m^3)	Yes
(v)	Carbon monoxide	1 hour average: 2 mg/m^3 8 hour average: 1 mg/m^3	Yes

Compost quality measurement

Parameters	**Concentration not to exceed * (mg/kg dry basis, except pH value and C/N ratio)**	**Concentration measured**	**Satisfactory: Yes/No**
Arsenic	10.00		Yes
Cadmium	5.00		Yes
Chromium	50.00		Yes
Copper	300.00		Yes
Lead	100.00		Yes
Mercury	0.15		Yes
Nickel	50.00		Yes
Zinc	1000		Yes
C/N ratio	10:1 – 15:1		Yes
PH	7.548		Yes

Random Check with regards to Leachate generation

Sl. No	**Parameter**	**Standards for the various modes of disposal of Leachate**	
		Measurement recorded	**Does it violate the minimum / maximum standard: Yes/No**
1.	Bio-chemical oxygen demand, ppm, max		Yes
2.	Chemical oxygen demand ppm, max.		Yes
3.	Methane composition %, min.		Yes

SECTION 6: CONTRACT FOR BIDDER'S SERVICES

between

BEGALURU SOLID WASTE MANAGEMENT LIMITED (BSWML)

and

_____ [Name of Bidder]

Dated :

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I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the__day of the month of _____, 2024, between, on the one hand (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Bidder").

[*Note: If the Bidder consist of more than one entity, the above should be partially amended to read as follows:
".(hereinafter called the "Client") and, on the other hand, a consortium consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Bidder' obligations under this Contract, namely,_____and _____(hereinafter called the "Bidder.")"]

WHEREAS
(a) the Client has requested the Bidder to provide certain services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
(b) the Bidder, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
(a) The General Conditions of Contract (hereinafter called "GC");
(b) The Special Conditions of contract (hereinafter called "SC");
(c) The following Appendices:
    Appendix A: Description of the Services
    Appendix B: Reporting Requirements
    Appendix C: Key Personnel and Sub-Contractor
    Appendix D: Services and Facilities to be provided by the Client –Not provided
    Appendix E: Breakdown of Contract Price
    Appendix F: Form of Guarantee for Advance Payments

The mutual rights and obligations of the Client and the Bidder shall be as set forth in the Contract, in particular:
(a) The Bidder shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Bidder in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.
FOR AND ON BEHALF OF
[NAME OF CLIENT]

By

(Authorized Representative) FOR AND ON BEHALF OF [NAME OF BIDDER]
By

(Authorized Representative)

[**Note**: If the Bidder consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]

FOR AND ON BEHALF OF EACH OF THE MEMBERS OF THE BIDDER
[Name of Member]

By

(Authorized Representative) [Name of Member]
By
(Authorized Representative)

II. General Conditions of Contract

1. General Provisions

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) ***"Applicable Law"*** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) ***"Bidder"*** means any individual entity/partners of the Company/ Director/ Partner of the Private Limited/LLP/members of the Consortium.

(c) ***"Contract"*** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(d) ***"Effective Date"*** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(e) ***"Contract Price"*** means the price to be paid for the performance of the Services, in accordance with Clause 6;

(f) ***"GC"*** means these General Conditions of Contract;

(g) ***"Government"*** means the Government of Karnataka;

(h) ***"Local currency"*** means Indian Rupees;

(i) ***"Member"***, in case the Bidders consist of a consortium of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Bidders' rights and obligations towards the Client under this Contract.

(j) ***"Party"*** means the Client or the Bidders, as the case may be, and Parties means both of them;

(k) ***"Personnel"*** means persons hired by the Bidders or by any Sub4Contractor as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

(l) ***"SC"*** means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(m) ***"Services"*** means the work to be performed by the Bidders pursuant to this Contract as described in Appendix A; and

(n) ***"Sub-Contractor"*** means any entity to which the Bidders subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(o) ***"Third party"*** means any person or entity other than the Government, the Client, the Bidders, or a Sub4Contractor.

(p) ***"Municipal Solid Waste or MSW"*** shall have the mean as given in MSW Rules 2000.

(q) ***"Goods"*** means Bidder's Equipment, Materials, Plant, or any of them as appropriate.
(r) ***"Bidder's Equipment"*** means all tools and apparatus such as pick axes, lanterns, batteries, safety lamps, silt drums, iron hooks, hand carts, shovels, cleaning tool attachments etc.; machinery such as vehicles and other things required for the execution and completion of the Services and theremedying of any defects. But excludes Client's Equipment, Plant, Materials and any other things intended to form or forming part of the Facilities.
(s) ***"Project Facilities"*** means the infrastructure and non4infrastructure assets including Client's Equipment, land, forming part of the Integrated Solid Waste system and related storage, holding, diversion, disposal and treatment facilities, administrative buildings as set out in schedule P, which shall be updated in accordance with the contract from time to time to reflect any new infrastructure and non4infrastructure assets installed during the term of the contract.
(t) ***"Project Sites"*** means the location and land on which the project facilities are located
(u) ***"Residual Matter"*** means the material which is obtained as residual matter after the treatment and process of the MSW at the Project Facilities;
(v) ***"Services"*** has the meaning given in Schedule A.
(w) ***"Integrated Solid Waste Management Facility or IWMF"*** means the plant located at the each location have site, for treatment and processing of MSW and all related infrastructure forming the Project Facilities;
(x) ***"Sanitary Landfill Site or SLF"*** means the Landfill site to be operated and maintained by the Bidder in the IWMF for this Project in accordance with the terms and conditions of this Contract;
(y) ***"Composting Facility"*** means the composting pad, sieving machinery etc at site to be operated and maintained by the Bidder in the IWMF for this Project in accordance with the terms and conditions of this Contract;
(z) "Client" means designated Executive Engineer of BSWML on behalf of Commissioner BSWML

1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the ***Applicable Law***.

1.3. Language

This Contract has been executed in ***English language***, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5. Location

The Services shall be performed at such locations as are specified in ***Appendix A*** and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Bidders may be taken or ***executed by the officials specified in the SC.***

1.7. Taxes and Duties

The Bidders, Sub-contractors and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under ***the Applicable Law***, the amount of which is ***deemed to have been included in the Contract Price.***

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect ***on the date the Contract*** is signed by both Parties or such ***other later date as may be stated in the SC***

2.2 Commencement of Services

The Bidders shall begin carrying out the Services within ***thirty (30) days after the date the Contract becomes effectiv*e**, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier ***pursuant to Clause 2.7***, this Contract shall terminate ***at the end of such time period after the Effective Date as is specified in the SC***.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, ***may only be made by written agreement between the Parties.***

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an ***event which is beyond the reasonable control of a Party,*** and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to full4fill any of its obligations under the contract ***shall not be considered to be a breach of***, or default under this Contract insofar ***as such inability arises from an event of Force Majeure***, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, ***shall be extended for a period equal to the time*** during which such Party was ***unable to perform such action as a result of Force Majeure.***

2.5.4 Payments

During the period of their ***inability to perform the Services*** as a result of an event of Force Majeure, the Bidders ***shall be entitled to continue to be paid*** under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may by ***written notice of suspension*** to the Bidders, ***suspend all payments to the Bidders*** hereunder if the ***Bidders fail to perform any of their obligations*** under this contract, including the carrying out of the Services, provided that such notice of suspension *(i) shall specify the nature of the failure, and (ii) shall request the Bidders to remedy such*

failure within a period not exceeding thirty (30) days after receipt by the Bidders of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may ***terminate this Contract***, by ***not less than thirty (30) days' written notice of termination to the Bidders,*** to be given after the occurrence of any of the events specified in paragraphs *(a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):*

(a) if the Bidders ***do not remedy a failure*** in the performance of their obligations under the Contract, ***within thirty (30) days of receipt*** after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Bidders (or any of their Members) ***become insolvent or bankrupt***;

(c) if, as the result of ***Force Majeure***, the Bidders are unable to perform a material portion of the Services ***for a period of not less than sixty (60) days***; or

(d) if the Bidder, in the judgment of the Client ***has engaged in corrupt or fraudulent practices*** in competing for or in executing the Contract.

(e) if the **Client, in its sole discretion and for any reason whatsoever**, decides to ***terminate*** this Contract.

For the purpose of this clause:

"corrupt practice" *means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.*

*"**fraudulent practice"** means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Bidders (prior to or after submission of proposals) designed to establish prices at artificial non5competitive levels and to deprive GOK of the benefits of free and open competition.*

2.7.2 By the Bidders

The ***Bidders*** may terminate this Contract, by ***not less than thirty (30) days' written notice to the Client***, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the ***Client fails to pay any monies due*** to the Bidders pursuant to this Contract and not subject to dispute pursuant ***to Clause 7 hereof*** *within forty-five (45) days after receiving written notice from the*

Bidders that such payment is overdue;

(b) If the Client is ***in material breach of its obligations*** pursuant to this Contract and has not remedied the same with in forty4five (45) days (or such longer period as the Bidders may have subsequently approved in writing) following the receipt by the Client of the Bidders' notice specifying such breach;

(c) if, as the result of ***Force Majeure,*** the Bidders are unable to perform a material portion of the Services for a period of ***not less than sixty (60) days***.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

a. such rights and obligations as may have accrued on the date of termination or expiration;

b. the obligation of confidentiality set forth in Clause GC 3.3 hereof;

c. the Bidders' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof;

d. any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC2.7.2 hereof, ***the Bidders shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner*** and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidders and equipment and materials furnished by the Client, the Bidders shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Bidders:

(a) ***remuneration pursuant to Clause 6*** for Services satisfactorily performed ***prior to the effective date of termination***;

(b) ***except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1,*** reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of

termination from the other Party, refer the matter to arbitration pursuant to Clause GC 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Bidders:

3.1 General

The Bidders shall perform ***the Services and carry out their obligations*** hereunder with ***all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.*** The Bidders shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub4contractors or third parties.

3.2 Conflict of Interests

a. Bidders Not to Benefit from Commissions, Discounts, etc.

The ***remuneration*** of the Bidders pursuant to Clause 6 shall constitute the Bidders' ***sole remuneration in connection with this Contract or the Services,*** and the Bidders ***shall not accept*** *for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidders shall use their best efforts to ensure that the Personnel, any Sub-Contractors, and agents of either of them, similarly shall not receive any such additional remuneration.*

b. Procurement Rules of Funding Agencies

If the Bidders, as part of the Services, have the responsibility of advising the Client ***on the procurement of goods, works or services, the Bidders shall comply with any applicable procurement guidelines of the funding agencies*** and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Bidders in the exercise of such procurement responsibility shall be for the account of the Client.

c. Bidders and Affiliates Not to engage in certain Activities

The Bidders agree that, during the term of this Contract and after its

termination, the Bidders and their affiliates, as well as any Sub-Contractor and any of its affiliates, ***shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.***

d. Prohibition of Conflicting Activities

Neither the Bidders nor their Sub-Contractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

b. After the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Bidders, their Sub-Contractors, and the Personnel of either of them shall not, ***either during the term or within two (2) years after the expiration of this Contract***, ***disclose any proprietary or confidential information*** relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to be taken out by the Bidders

The Bidders (a) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost but on terms and conditions approved by the Client, ***insurance against the risks, and for the coverage, as shall be specified in the SC***; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Accounting, Inspection and Auditing

The Bidders (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited

by auditors appointed by the Client.

3.6 Bidders' Actions Requiring Client's Prior Approval

The Bidders shall obtain the Client's prior approval in writing before taking any of the following actions:

a. entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Contractor and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Bidders shall remain fully liable for the performance of the Services by the Sub-Contractor and its Personnel pursuant to this Contract;

b. appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Contractors"), and

c. any other action that may be specified in the SC.

3.7 Reporting Obligations

The Bidders shall submit to the Client the ***reports and documents specified in Appendix B*** in the form, in the numbers, and within the periods set forth in the said Appendix.

3.8 Documents Prepared by the Bidders to Be the Property of the Client

All ***plans, drawings, specifications, designs, reports and other documents and software*** submitted by the Bidders in accordance with Clause 3.6 shall become and remain the property of the Client, and the Bidders shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Bidders may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.9 Equipment and Materials Furnished by the Client

Equipment and materials ***made available to the Bidders by the Client or purchased by the Bidders with funds provided by the Client*** shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidders shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Bidders, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Bidders’ Personnel and Sub- Contractors

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of ***the Bidders' Key Personnel***. The Key Personnel and Sub-Contractors listed by title as well as by name are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

a. The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Bidders' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

b. If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Bidders by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Bidders, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3 Approval of Personnel

The Key Personnel and Sub-consultants listed by title as well as by name shall be approved by the Client. In respect of other Key Personnel which the Bidders propose to use in the carrying out of the Services, the Bidders shall submit to the client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

(a) Working hours and holidays for Key Personnel
(b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified, and except as specified in such Appendix, the Bidders' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth. Any taking of leave by Personnel shall be subject to the prior approval by the Bidders who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

4.5.1 Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidders, it becomes necessary to replace any of the Key Personnel, the Bidders shall forthwith provide as a replacement a person of equivalent or better qualifications.

4.5.2 If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidders shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

4.5.3 The Bidders shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Bidders and the Personnel and any Sub-Contractors employed by the Bidders for the Services from any requirement to register or obtain any permit to practice their profession or to establish

themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Bidders, Sub-Contractors and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Bidders and the Personnel, for the purposes of the services and free of any charge, the services, ***facilities and property described in Appendix D*** at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Bidders as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidders for the performance of the Services, (ii) the manner in which the Bidders shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidders as a result thereof.

6. Payment to the Bidders:

6.1 Tipping fee payment

The Bidder's ***total remuneration shall not exceed the Contract Price*** and shall be ***tipping fee including all staff costs, Sub-Contractors' costs, printing, communications, travel, accommodation, and the like, and all other costs*** incurred by the Bidder in carrying out the Services described in Appendix A. The scope of the work as per Section 5 shall be considered for calculating the tipping fee by bidder.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the operational cost due for ***additional services as may be agreed under Clause 2.4***, ***a breakdown of the lump sum price is provided.***

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Bidders and ***according to the payment schedule As per Appendix: D.*** Unless otherwise stated in the SC, the first payment shall be made against the provision by the Bidders of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Bidders have submitted an invoice to the Client specifying the amount due.

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their ***best efforts to settle amicably*** all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that ***cannot be settled amicably within thirty (30) days*** after receipt by one Party of the other Party's request for such amicable settlement may be submitted ***by either Party for settlement in accordance with the provisions specified in the SC.***

III. Special Conditions of Contract

Number of General GC Clause	Amendments of, and Supplements to, Clauses in the Conditions Contract
1.1 (h)	**The Member in-charge is : DGM-3 / BSWML**
1.4.1	The addresses are:
(Notices)	***Client:***
	***Office of the* Managing Director / BSWML**
	……
	……
	……
	Bidder:
1.4.2*(Notices)*	Notice shall be deemed to be effective as follows: a) In the case of personal delivery or registered mail, on delivery; b) in the case of telexes/e-mail, 24 hours following confirm transmission; c) in the case of telegrams, 24 hours following confirmed transmits and d) in the case of facsimiles, 24 hours following confirmed transmission
1.6*(Authorized Representatives)*	The Authorized Representatives are: For the Client: ***DGM-3 (BSWML)*** For the Bidder: _____
1.7*(Taxes and Duties)*	The Bidder and the personnel shall ***pay the taxes, duties, fees, levies other impositions levied under the existing, amended or enacted laws during life of this contract***.
1.7.2	However, GST payable for this Services shall be paid/ reimburse by the Client separately if applicable.
2.1*(Effectiveness of contract)*	The date on which this Contract shall come into effect is: ***On the date of signing of agreement***
2.2(Commencement of Contract)	The time period shall be ***30 days***
2.3***(Expiration of Contract)***	The period shall be ***12 Months from the date of signing agreement. Extendable as per Client's***

Number of General GC Clause	Amendments of, and Supplements to, Clauses in the Conditions Contract
	requirement
2.7.1 (Termination by the client)	The Contract is liable to be terminated at the absolute discretion of the Employer without assigning any reasons on the following grounds and the Performance Security amount paid by the contractor will be forfeited. 1. The Services to be found unsatisfactory. 2. Breach of any terms of the contract 3. If the Operator fails to provide the services as per the agreed terms and on violation of any of the terms of the contract, the firm is recommended for liable to be blacklisted besides termination of the contract. 4. If the Operator fails to remit the ESI & PF amount of its employees to the concerned authority. 5. If found to have furnished misleading or false representations in statement and attachments submitted as proof of the qualifying requirement at a later date.
3.4 ***(Insurance to Be Taken out by the Bidder)***	The risks and the coverage shall be: *1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Bidders or their Personnel or their Personnel for the period of service.* *2) Third Party liability insurance with a minimum coverage, of Rs. ..... for the period of service.* *3) Professional liability insurance, with a minimum cover equal to total contract value for this service; and* *4) Client's liability and workers' compensation insurance respect of the Personnel of the Bidder and of any Contractor, in accordance with the relevant provisions of Applicable Law, as well as, with respect to such Person any such life, health, accident, travel or other insurance may be appropriate; and* *Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under Contract,(ii)the Bidder's property used in performance of the Services, and (iii) any*

Number of General GC Clause	Amendments of, and Supplements to, Clauses in the Conditions Contract
	document prepared by the Bidder in the performance of the Service (iv) employees & workmen deployed in case of any accident at site which may lead to Lost Time injury or Fatality.
3.6 (c)***(Bidder's Actions requiring Client's Prior Approval)***	The other actions are – ***Refer Appendix A***
3.8***(Documents Prepared by the Bidder to Be the Property of the Client)***	The Bidder shall not use these documents for purposes unrelated to Contract without the prior written approval of the Client
5.1***(Assistance and Exemptions)***	Nil
6.2***(Contract Price)***	The Contract Amount is ..... The increase in price shall be compensates with @ 5 % on YOY
6.4***(Terms and Conditions of Payment)***	Refer ***Appendix D***
6.5***(Interest on Delayed Payments)***	The interest rate is ***5%*** per annum
7.2***(Dispute Settlement-Reference to the Deputy Commissioner for Settlement)***	All disputes arising out of or in connection with this Contract, ***not set by amicable settlement,*** shall be finally referred to the ***Managing Director BSWML***. Upon such reference, the Commissioner shall meet not later than 15 (Fifteen) days of the date of such reference to discuss and attempt amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 45 (Forty-five) days of such meeting, either Party may refer the dispute to the Court of law in accordance with the provisions of Clause 7.3.
7.3(Governing Law and Jurisdiction)	All disputes arising out of or in connection with this ***Contract shall governed by the Indian laws for the time being in force, and amended from time to time and the Courts at Bengaluru,*** India s have jurisdiction over all matters arising out of or

Number of General GC Clause	Amendments of, and Supplements to, Clauses in the Conditions Contract
	relating to Agreement.
Security Deposit	Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Client a Security deposit in any of the forms given below for an amount equivalent to 5% of the approved tipping fee of 3 months: A FDR OR bank guarantee in the form given in Appendix F; Account Name: Bengaluru Solid Waste Management Limited Account Number: 8401132000077 IFSC Code: CNRB0008401 MICR CODE: 560015100 Branch: BBMP, Sampangiramanagar, Bangalore
Environment	***1. Protection of the Environment:*** The Bidder shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of the Services. The Bidder shall ensure that air emissions and surface discharges shall not exceed values prescribed by Applicable Law and the Environment Management Plan. The Bidder will be required to respect all aspects of Environment Management Plan, and for ensuring compliance with Environment Management Plan by Sub-Contractors involved in work, in the course of implementing the Contract. ***2. Indemnification by the Bidder*** The Bidder shall indemnify and hold harmless the Client against any fines or penalties imposed under the Applicable Law in respect to environmental laws. ***3. Security*** The Bidder shall take all lawful steps to ensure that unauthorized persons are kept out of the Facilities.
Technical Auditor	1.1.The Client will appoint an ***independent third party to act as independent technical auditor (the "Technical Auditor") monitor compliance by the Bidder*** with its obligations under Contract during O&M period.
Intellectual Property	1. The Bidder shall make available to and hereby licenses Client to use free of charge all Intellectual

Number of General GC Clause	Amendments of, and Supplements to, Clauses in the Conditions Contract
	Property owned by Bidder which is required in connection with the performance of Bidder's obligations under this Contract (the "Bidders Intellectual Property"). This license is for the purposes of providing the Services but no other purpose. Such license shall terminate (2) years after the termination of this Contract but shall otherwise irrevocable, shall be royalty free, shall not be transferable and shall not carry the right to grant sub-licenses. Notwithstanding anything contained herein, any Intellectual Property that is created specific in connection with the Services by the Bidder during the Term of this Contract, shall be owned by the Client for whom the Services was carried out and the Bidder hereby assigns all its rights in s Intellectual Property, including all copyrights, patent and moral rights arising there from and related thereto, to the Client. The Bidder shall execute all necessary and appropriate documents and deed the Client may require in order to perfect the title of the Client to the Intellectual Property. 2. The Client shall, to the extent it is legally able to do so, grant Bidder during the term of this Contract a royalty free, in exclusive, irrevocable personal and non-transferable license to Intellectual Property which is owned by or licensed to the Client by third parties (the "Clients Intellectual Property") only to extent necessary to enable the Bidder to perform its obligati under this Contract. Such licenses shall not carry the right to g sub-licenses. 3. The Bidder shall indemnify the Client in full in respect to loss, damage and expense of whatever kind and nature arising out the use by the Client of the Bidder Intellectual Property accordance with its terms which infringes the rights of any party. 4. The Client shall indemnify the Bidder in full in respect to loss, damage and expense of whatever kind and nature arising out the use by the Bidder of any Clients Intellectual Property accordance with it

Number of General GC Clause	Amendments of, and Supplements to, Clauses in the Conditions Contract
	terms which infringes the rights of any third party
Know, How and Transfer and Training	The Bidder shall: 1) Transfer such know-how, management systems, manuals and sim knowledge if any, tools and capacity for managing a utility 2) The cost towards the same shall be included in remuneration
Indemnities	1. The Bidder shall indemnify and hold harmless the Client, Client's Personnel, and their respective agents, against and f all claims, damages, losses and expenses (including legal fees expenses) in respect of: a. bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution completion of the Services, unless attributable to any negligee willful act or breach of the Contract by the Client, the Employ Personnel, or any of their respective agents, and b. damage to or loss of any property, real or personal, to the extent such damage or loss arises out of or in the course of or by reason the Bidder's performance or non4performance of the Services the remedying of any defects, unless and to the extent that any s damage or loss is attributable to any negligence, willful act or breach of the Contract by the Client, the Client's Personnel, the respective agents, or anyone directly or indirectly employed by an them. 2. The Client shall indemnify and hold harmless the Bidder, Bidder's Personnel, and their respective agents, against and from claims, damages, losses and expenses (including legal fees expenses) in respect of (1) bodily injury, sickness, disease or de which is attributable to any negligence, willful act or breach of Contract by the Client, the Client's Personnel, or any of the respective agents.

IV. Appendices

Appendix A: Description of the Services

As detailed in the Terms of Reference and RFP Section 1

Appendix B: Reporting Requirements

No	Reports	No of Copies
1	Monthly Report	3 Copies + 1 editable Soft Copy
2	Quarterly Report	3 Copies + 1 editable Soft Copy
3	Annual report	3 Copies + 1 editable Soft Copy

In addition to the above the Bidder shall maintain a periodical reporting system to provide access and retrieval of Project Facilities operating data including all such information which is necessary to verify costs and expenses incurred and otherwise to confirm that the Bidder is in compliance with its obligations under the terms and conditions of this Contract;

The Bidder shall maintain a record for the entire Term of the following:

(i) status or progress report of the operation and maintenance of each of the Project Facilities;
(ii) report certifying that the quality and quantity of the inert sent to landfill, recovery and sale of compost;
(iii) methods of disposal used for residual matter; and
(iv) Nature and scope of any ancillary activities being carried out in accordance with the terms and conditions of this Contract.
(v) Provide reports on accidents in respect of the Project Facilities, if any.

Any litigation or material claims, disputes or actions, threatened or filed, concerning the Project Facilities or the obligations to be performed by the Bidder under this Contract;

Structure of the Report

Each report should include:

1. Title Page
    - Report title; Client name; Location of the facility; Date of Report
2. Table of Contents
3. Executive Summary
   All information in the Executive Summary should be drawn from the more detailed information in the full report.
4. Introduction
5. Activity and Results
6. Recommendations, if any
7. Appendices
   Appendices include background material that is essential for understanding the calculations and recommendations and may

include:

- Facility layout diagrams
- Process diagrams
- Reference graphs used in calculations, such as motor efficiency curves
- Data sets that are large enough to clutter the text of the report.

General Points on Report Writing

- Grammar and Style: The report should be grammatically correct. The language should be clear, concise and understandable by all readers. The writer should avoid jargon.
- Documentation: All numbers related to the results should be supported by information indicating how they were derived. This includes all savings, investment and payback information.
- Mathematical Accuracy: All calculations should be checked for mathematical accuracy. Where, for example, a table showing the breakdown and total of energy use or costs is included in the report, the total of the numbers in the breakdown should equal the amount shown as the total. If, for some reason, this is not the case, there should be a note explaining why the discrepancy is appropriate. Similarly, if numbers used in the full report differ from corresponding numbers shown in the Executive Summary, the report should contain a note or notes explaining why the discrepancy is appropriate.
- Logical Consistency: The results should be logically consistent. For example, separate summaries in the report may use different bases for calculating energy savings. One summary might be based on energy savings related to the recommended measures while a second summary might be based on energy savings related to both recommended and non4recommended measures. If such a logical inconsistency is considered necessary by the auditor, it should be explained in a note and in the example above, both tables should be referenced to the note.
- Illustrations: Graphs and charts may be used to spark interest in the report and implementation of the recommendations but should not be used as a substitute for numerical data.

Appendix C: Key Performance Indicators

The performance of the bidder shall be monitored on monthly basis & the payment shall be released after reviewing the processing quantities parameters, deduction on account of penalties etc. at the discretion of the Client (BSWML).

A. Non-adherence to process the input quantity

S. No.	Description	Remarks
1.	If the processed quantity is 90% of the total input quantity at plant on monthly basis	100% of the payable amount of Schedule 2 shall be released
2.	If the processed quantity is 80% - 90% of the total input quantity at plant on monthly basis	90% of the payable amount of Schedule 2 shall be released
3.	If the processed quantity is 70% - 80% of the total input quantity at plant on monthly basis	80% of the payable amount of Schedule 2 shall be released
4.	If the processed quantity is 60% - 70% of the total input quantity at plant on monthly basis	70% of the payable amount of Schedule 2 shall be released
5.	If the processed quantity is 50% - 60% of the total input quantity at plant on monthly basis	60% of the payable amount of Schedule 2 shall be released
6.	If the processed quantity is below 50% of the total input quantity at plant on monthly basis	50% of the payable amount of Schedule 2 shall be released

NOTE:

In case of repeated event of non-processing of the input quantity falls below 50% during any given month, the bidder may be blacklisted based on the discretion of the Client.

B. Non-adherence to environment parameters for the processing of input quantity as per KSPCB norms vide Annexure-1

S. No.	Description	Remarks
1.	If the environment parameters of monthly monitoring are not complied	1% of the total payable amount

C. Non-adherence to disposal of rejects/inerts/leachate

The compliance of disposal of rejects/inerts/leachate shall be adhered as per Clause M (4) of Section 5: Terms of Reference. The penalties shall be

levied accordingly as per the mentioned clause.

D. Non-adherence to maintenance of Vehicles

The adherence to the maintenance schedule for the vehicles shall be ensured. The penalty in case of breakdown beyond specified time frame shall be as per Clause M (2) of Section 5: Terms of Reference. The penalties shall be levied accordingly as per the mentioned clause.

E. Non-adherence to maintenance of equipments & machinery

The adherence to the maintenance schedule for the vehicles shall be ensured. The penalty in case of breakdown beyond specified time frame shall be as per Clause M (2) of Section 5: Terms of Reference. The penalties shall be levied accordingly as per the mentioned clause.

Appendix D: Payment Schedule of Contract Price

The total accepted amount shall be released on monthly payment with following schedules:

A.	***Till 2 (two) months from commencement of services***	
	The total accepted tipping fee multiplied to the total inward input quantity shall be released based on the inward input quantity received at the processing plant	100% of the total amount
B.	***After 2 (two) months from commencement of services***	
Schedule No	***Target***	***Payment Schedule***
Schedule 1	The total accepted tipping fee multiplied to the total inward input quantity shall be released based on the inward input quantity processed at the processing plant	40% of the total amount
Schedule 2	Balance accepted tipping fee multiplied to the total inward input quantity shall be released after reviewing the processed quantity parameters and after reviewing the KPIs.	60% of the total amount

Note:

1. The payment shall be released by the Client to the bidder, every [month] the amount required by the bidder to operate and maintain the plant. The bidder shall submit an Invoice to the Client for each [month/quarter] on or before the 7th (seventh) day of the [month/first month of the following quarter]

2. The payment shall be made for every ton of processing at the plant for the input quantity. The payment for the first [month/quarter] will be calculated on the basis of the accepted tipping fee multiplied to the total inward input quantity.

3. Any Invoice raised by the bidder for Payments shall be accompanied with a copy of the: (A) KPI adherence report for [the month] (B) copy of the bill(s); and (C) daily weights sheets of the electronic weighbridge installed at the entrance of the Existing Processing Facilities.

If the Invoice is not accompanied with the supporting documents specified at (A), (B) and (C)above, the Client shall not be required to process such Invoice.

4. Within 10 (ten) days of receipt of an Invoice from the bidder, the Client shall verify and certify the amounts due and payable to the bidder,

5. The GST is excluding the payment & the same shall be released after proof of payment to GST department is submitted to the Client (if applicable)

Appendix E: Form of Advance Payments: NOT APPLICABLE

Appendix F: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:

Whereas *[name and address of the successful bidder]* (hereinafter called the "**Successful** Bidder") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Services]* (hereinafter called the "**Contract**");

And whereas it has been stipulated by you in the said Contract that the Successful Bidder shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Successful Bidder such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Successful Bidder, up to a total of *[amount of Guarantee] [amount in words]*, , and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Successful Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Successful Bidder shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.
This Guarantee shall be valid until a date 90 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor
Name of Bank:
Address:
Date:

Appendix G: CONSORTIUM AGREEMENT

This Consortium Agreement is executed on this day of ……
At …… , between

M/s……. a company incorporated under ……. (indicate the Company's Act.) and having its registered/principal office at (herein after referred to as "Leader of the Consortium" which expression shall include its legal successors, executors and permitted assigns) on the first part,

and

M/s……. a company incorporated under the ……. (indicate the Company's Act) and having its registered/principal office at (herein after referred to as "First Consortium Partner which expression shall include its successors, executors and permitted assigns) on the second part,

and

M/s……. a company incorporated under the ……. (indicate the Company's Act) and having its registered/principal office at (herein after referred to as "Second Consortium Partner which expression shall include its successors, executors and permitted assigns) on the third part,

Each of the above entities shall individually be referred to as "Consortium partner" and collectively as "Consortium".

Whereas, M/s. Bengaluru Solid Waste Management Limited, having its registered office at1st and 2nd floor, UNI Building, Timmaiah Road, Vasanth Nagar, Bengaluru -560 052 (hereinafter referred to as the "Client") has floated a tender no. for

As per the above-mentioned tender conditions, Consortium formed among individual entities are allowed to qualify and participate as a bidder as per the Qualification Requirements stipulated in the tender. Towards this purpose, the consortium partners mentioned above hereby joined together to form a consortium. This consortium agreement is entered into by the above-mentioned consortium partners for the purpose of submitting the bid against the above mentioned tender to the Purchaser jointly as a bidder to meet the qualifying requirements of the tender,

towards execution of the contract in case of award of the contract by the Purchaser and furnish performance towards equipment/system as per the conditions of the contract.

NOW, THEREFORE, the above mentioned entities hereby agrees as follows:

1. We, the consortium partners learned and understood the terms and conditions of the tender no…… for ……. by the Purchaser meeting the qualifying requirement indicated therein. issued

2. The financial percentage participation by each consortium partners shall be as indicated below:

a) M/s……: ……%
b) M/s……: ……%
c) M/s……: ……%
Total: 100%

3. We, the consortium partners hereby agree that M/s. ……. shall act as the Leader of the consortium who shall have authority to bind each of the consortium partner(s). The Leader of the consortium shall be responsible towards:

(a) preparation and submission of bid on behalf of the consortium,
(b) to negotiate with the Purchaser (if selected by the Purchaser for negotiation)
(c) acceptance of the contract on behalf of consortium,
(d) correspondence with the parties, co-ordination between the Purchaser, Consortium Partners and other agencies concerned,
(e) submission of the Contract Securities and other documents,
(f) to submit invoice and other documents and receive the payment,
(g) to ensure performance of the equipment/system as the case may be.
(h) to respond promptly in settlement of disputes arising during any stage from submission of bid till closure of contract
(i) to participate in the process of arbitration.

4. In case award of contract by the Purchaser, we the consortium partners to this Consortium Agreement do hereby agree that we shall furnish the contract performance guarantee in favor of the Purchaser from a Bank as per the said tender/contract conditions for a value stipulated in the Contract awarded and such guarantee shall be in the name of the Leader of the Consortium.

5. Each of the consortium partners shall be jointly and severally responsible for performance of the contract. Further, the consortium partners shall be jointly and severally responsible for discharging all the obligation of the contract.

6. Any correspondence exchanged with the leader of the consortium shall be binding on consortium partner(s).

7. The leader of the consortium shall ensure performance of the equipment/system on behalf of the Consortium.

8. The consortium partners shall bear the pre-tender expenses incurred by them.

9. It is agreed that Consortium Partner(s) of this agreement will not assign or transfer any of their rights or obligations under this agreement without the written consent of the Purchaser as well as the other consortium partner(s).

10. We, the consortium partners hereby undertake and confirm that none of the consortium partner is blacklisted / debarred for business by any of the Government Organizations/Public Sector Units.

11. In case of breach of the said contract by any of the partners of the Consortium, the other consortium partner(s) hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance with the terms and conditions of the contract.

12. Further, if the Purchaser suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/plant, meeting the guaranteed performance parameters as per the technical specifications/contract documents, the Leader of Consortium, Consortium Partners for the present contract shall undertake promptly to make good such loss or damage caused to the Purchaser, on the Purchaser's demand without any demur. The Purchaser shall have the right to proceed against anyone of the consortium partners and it shall neither be necessary or obligatory on the part of the Purchaser to proceed against the Leader of the Consortium to the present contract before proceeding against the first or the second consortium partner.

13. Each Consortium Partners hereby covenants that it will perform its obligations in full compliance with the conditions of the contract/purchase order (if and when issued by the Purchaser),

Consortium Agreement as per the regulations and statutory laws of India. In case of conflict between Contract/Purchaser Order issued by the Purchaser and Consortium Agreement, Contract/Purchase Order shall take precedence over the Consortium Agreement.

14. The responsibilities for performing execution of the said contract by each consortium partner is as indicated in the Annexure-I. It is further agreed by the consortium partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the members under this agreement.

15. We, the consortium partners hereby agree that this consortium agreement remains unaffected due to any change in the Article of Association of any one or any number of consortium partners with immediate or retrospective effect.

16. This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India. Courts of Mumbai shall have exclusive jurisdiction in all matters arising there under.

17. The consortium partners shall maintain confidentiality of the information pertaining to this agreement and the information related to execution of the contract.

18. It is further agreed that this Consortium Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Purchaser discharges the same. It shall be effective on the date first above mentioned for all purposes and intents.

1. Common Seal of M/s…… has been affixed in my/our presence Pursuant to Board Resolution dated Signature…… Designation……	For M/s…… (Signature of authorized representative) Name…… Designation……
2. Common Seal of M/s…… has been affixed in my/our presence Pursuant to Board Resolution	For M/s…… (Signature of authorized representative)

dated Signature…… Designation……	 Name…… Designation……
3. Common Seal of M/s…… has been affixed in my/our presence Pursuant to Board Resolution dated Signature…… Designation……	For M/s…… (Signature of authorized representative) Name…… Designation……

WITNESSES:

1.

2.

ANNEXURE: I TO CONSORTIUM AGREEMENT

DIVISION OF WORK AMONG CONSORTIUM PARTNERS BASED ON THEIR RESPONSIBILITIES AND WORKING ARRANGEMENT.

S. No	Description of work to be carried out by	Division of Responsibilities		
		Leader of Consortium	First Consortium Partner	Second Consortium

	Consortium (Indicative)			Partner

Note:

i) The above format of consortium agreement is prepared for three consortium partners. In case the number of consortium partner participating as per the tender is less than two, the format has to be modified accordingly.

ii) Consortium shall include/modify activities to be carried out by them based on the scope of the tender.